

CAUSE NO. 352-323685-21

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THOMAS A. WILDER
DISTRICT CLERK

RFD-TV EVENTS, LLC, § IN THE DISTRICT COURT
§
Plaintiff, §
§
v. § JUDICIAL DISTRICT
§
THE PATRIOT EVENT, LLC, §
§
Defendant. § TARRANT COUNTY, TEXAS

**PLAINTIFF'S ORIGINAL PETITION AND APPLICATION FOR TEMPORARY
RESTRANING ORDER AND FOR TEMPORARY AND PERMANENT INJUNCTION**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW RFD-TV EVENTS, LLC, Plaintiff in the above-styled and numbered cause, and files its Original Petition complaining of and against Defendant The Patriot Event, LLC, and Application For Temporary Restraining Order and For Temporary and Permanent Injunction. In support thereof, Plaintiff would respectfully show this Court the following:

I. DISCOVERY LEVEL

1. Plaintiff intends to conduct discovery in this proceeding under Level 3 as provided by TEX. R. CIV. P. 190.4 and affirmatively pleads that it seeks injunctive relief.

II. STATEMENT OF RELIEF

2. Although Plaintiff's damages in this action will be difficult to ascertain, and as such, Plaintiff cannot accurately measure its damages at this time, and although Defendant's acts and/or omissions as set forth herein have and will cause imminent and irreparable harm to Plaintiff for which there is no adequate remedy at law and/or which cannot be adequately addressed by monetary damages alone, pursuant to TEX. R. CIV. P. 47, Plaintiff pleads that at the time of the filing of this Petition, it is seeking monetary relief of \$250,000 or less and non-monetary relief.

III. PARTIES

3. Plaintiff **RFD-TV Events, LLC**, is a foreign limited liability company registered and authorized to do and doing business in the State of Texas.

4. Defendant **The Patriot Event, LLC**, is a foreign limited liability company doing business in the State of Texas. **The Patriot Event, LLC may be served with process by and through its Registered Agent, Scott Lwayne Hall, at 797 Hall Rd., Macomb, Missouri 65702, or wherever the Registered Agent may be found.**

IV. JURISDICTION & VENUE

5. Pursuant to TEX. CIV. PRAC. & REM. CODE § 15.002(a), venue is proper in the District Court of Tarrant County, Texas, because all or a substantial part of the events, acts and/or omissions giving rise to the claims at issue in this proceeding occurred in Tarrant County. The District Court of Tarrant County, Texas, has jurisdiction over the claims at issue in this proceeding because Plaintiff is seeking, in addition to injunctive relief, damages that are within the jurisdictional limits of this Court. This Court has personal jurisdiction over Defendant because, *inter alia*, as more specifically alleged below, Defendant does business in the State of Texas and committed a tort, in whole or in part, in the State of Texas. TEX. CIV. PRAC. & REM. CODE § 17.042(2).

V. CONDITIONS PRECEDENT

6. All conditions precedent with respect to Plaintiff's claims asserted against Defendant have been performed or have occurred, as required by TEX. R. CIV. P. 54.

VI. FACTUAL BACKGROUND

A. *The American Rodeo.*

7. All of the factual allegations set forth herein, *infra*, are supported by (and recited in) the "**Declaration of Gatsby Solheim In Support Of Plaintiff RFD-TV Events, LLC's**

Application For Temporary Restraining Order And For Temporary and Permanent Injunction” (the “Solheim Declaration”), a true and correct copy of which is attached hereto as Exhibit “1”, and by those business records attached to the Solheim Declaration as Exhibits “1-A” through “1-N”.

A. The American Rodeo.

8. “The American Rodeo” is an annual rodeo event that began in 2014 and which continued each year thereafter in early March, held at the Dallas Cowboys’ AT&T Stadium in Arlington, Texas. Plaintiff RFD-TV Events, LLC, a media and production company, is the sole and exclusive owner, producer, and host of “The American Rodeo” professional rodeo tour; such ownership includes the rights to the trademark “The American Rodeo” and its associated properties. Since 2014, Plaintiff (and its affiliates) have consistently used and marketed its global rodeo event under the name “The American Rodeo” (and its variants).

9. Each year, “The American Rodeo” rodeo event is sponsored by, *inter alia*, RFD-TV, LLC. “The American Rodeo,” promoted by Plaintiff (and its affiliates) as the “***world’s richest weekend in Western Sports,***” hosts seven (7) distinct traditional rodeo events, to include (1) Bareback Riding; (2) Team Roping; (3) Steer Wrestling; (4) Saddle Bronc Riding; (5) Tie-Down Roping; (6) Barrel Racing; and (7) Bull Riding. The event pays out to its competitors more than \$2,000,000.00 in prize money through a series of qualifiers, then “The American Semi-Finals,” and, ultimately, the final event, “The American Rodeo.” It hosts the top rodeo athletes in the world and often pits them against underdogs who have advanced from “The American Semi-Finals” to battle for the biggest single paycheck of their rodeo lives.

10. Every March, “The American Rodeo” is attended by thousands of rodeo fans. Throughout its history, Plaintiff (and its affiliates) have expended millions of dollars and countless human resources to continuously develop “The American Rodeo” proof of concept, its

establishment of brand name and recognition in the market place (including by the promotion of the now well-recognized and respected name in competitive rodeo, “The American Rodeo”), and, ultimately, its continuous growth in popularity and ever-increasing fan base in rodeo.

11. In 2021, “The American Rodeo” will occur on March 6 and 7, 2021, with the “The American Semi-Finals” beginning on February 25, 2021. The “Top 10 Invitee” rodeo athletes from and as ranked by the 2020 final Professional Rodeo Cowboys Association (the “PRCA”) automatically qualify and are invited to compete in the 2021 “The American Rodeo.” They will compete against the “Qualifiers,” those underdog rodeo athletes who earned the right to compete at the “The American Rodeo” by qualifying at top-quality events around the country and then successfully competing and besting a field of over 500 athletes at a subsequent round of competition at “The American Semifinals.”

B. The Licensing Agreement.

12. Defendant is a multi-equine production company that produces and promotes team roping, calf roping, barrel racing and mounted shooting events, for all ages.

13. In or around January 2018, Defendant proposed to Plaintiff that it endeavor to produce a “junior” version of “The American Rodeo,” to be held in conjunction with the then upcoming “The American Rodeo” to occur in March 2019. Upon information and belief, based upon the success of “The American Rodeo,” its established fan base, and its esteemed brand and recognition in the competitive rodeo market place, Defendant desired to capitalize upon and utilize such branding in connection with its own development and production of youth rodeo events. Ultimately, Plaintiff considered authorizing Defendant’s use of “The American Rodeo” brand, subject to certain agreed upon terms, conditions, and restrictions.

14. Throughout 2018, Plaintiff and Defendant negotiated the terms of Plaintiff’s potential licensing and authorization to Defendant for the use of “The American Rodeo” brand.

15. Ultimately, in September 2018, Plaintiff and Defendant executed that certain **Trademark License and Operating Agreement Junior American Rodeo** (the “Agreement”). Pursuant to its terms, Plaintiff granted unto Defendant, *inter alia*, and in connection with Defendant’s development and production of youth rodeo events, the limited right to utilize the trademark “**The American Rodeo**” and all associated properties for a finite period of time; in exchange, Defendant agreed to pay to Plaintiff a licensing fee. The Agreement provides, in pertinent part (emphasis added):

WHEREAS, RFD-TV Events is a media and production company, and the sole and exclusive owner and producer of “THE AMERICAN” professional rodeo tour, *including the trademark “The American Rodeo” and all associated properties* (the “Trademark”).

1. LICENSED EVENTS

Upon the terms and conditions set forth herein, *RFD-TV Events grants Patriot and Patriot hereby accepts, for the term of their License, the limited right to utilize the Trademark as part of its youth rodeo event name, namely: The Junior American Rodeo* (each youth rodeo competition sanctioned and produced by Patriot to occur during the Term of this Agreement as a part of The Junior American Rodeo, and any events occurring during the Term of this Agreement serving as qualifiers for The Junior American Rodeo (the “Qualifying Events”), shall be referred to collectively as the “Licensed Events”).

2. GRANT OF TRADEMARK LICENSE

A. Grant of License. Upon the terms and conditions set forth herein, RFD-TV Events hereby grants Patriot and Patriot hereby accepts, for the term of this Agreement the limited right to utilize the Trademark only on and in connection with the Licensed Events and related services, including merchandise, and only so long as the Licensed Events comply with the terms and conditions specified herein.

B. License Fee. *Patriot agrees to pay RFD-TV Events a royalty equal to twenty-five percent (25%) of all entry fees paid by participants of the Licensed Events (the “License Fee”).* Within ten (10) days following each Licensed Event, Patriot will provide an accounting to RFD-TV Events describing in reasonable detail all entry fees received by Patriot at the Licensed Event and forward payment of the License Fee from such Licensed Event to RFD-TV Events. RFD-TV Events shall have the right to audit Patriot’s books and records as they relate to the subject matter hereof.

C. Term. Unless sooner terminated as provided in Section 8, this Agreement *shall begin on the Effective Date and end after the completion of THE AMERICAN Finals on March 3, 201[9].*¹ At least

¹ The Agreement contains a typo; instead of 2018, the parties intended the Agreement to reference year 2019.

thirty (30) days but no more than one hundred eighty (180) days prior to expiration of this Agreement, Patriot may request in writing renewal of this Agreement.

D. Right of First Refusal. So long as RFD-TV Events is willing to grant a license for the years 2019 and 2020 to utilize the Trademark in connection with the Licensed Events, RFD-TV Events agrees to grant Patriot a right of first refusal to license the Trademark in connection with the Licensed Events.

4. USE OF TRADEMARKS

A. Patriot acknowledges and agrees that RFD-TV Events is and shall be the sole and exclusive owner of all copyright, trademark, trade dress, and any other Intellectual Property rights in and to the Film and THE AMERICAN, THE JUNIOR AMERICAN and associated properties (all of the foregoing collectively, the “RFD-TV Events Intellectual Property”). All use of the RFD-TV Events Intellectual Property in connection with the Events and hereunder shall inure solely to the benefit of RFD-TV Events. Apart from its license rights under this Agreement, Patriot acknowledges and agrees that Patriot does not and shall not acquire any rights whatsoever in and to the RFD-TV Events Intellectual Property by virtue of this Agreement or Patriot’s performance of any services in connection with the Licensed Events. For purposes of this Agreement, “Intellectual Property” means any and all tangible and intangible: (i) rights associated with works of authorship, including copyrights, moral rights, neighboring rights, and derivative works thereof, (ii) trademark and trade name rights, (iii) trade secret rights, (iv) patents, design rights, and other industrial property rights, and, (v) all other intellectual property rights (of every kind and nature however designated) whether arising by operation of law, treaty, contract, license, or otherwise, together with all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof.

B. Patriot shall use the Trademark only in the manner of a trademark, and only on or in relation to the Licensed Events or in advertising or promotional material for the Licensed Events.

12. MISCELLANEOUS

F. Each of the Parties hereto agrees that the representations and/or covenants contained in this Agreement are and form a part of the essence of this Agreement; that each representation and/or covenant is reasonable and necessary to protect and preserve the interests, rights and properties of RFD-TV Events; and that irreparable injury, loss and damage will be suffered by RFD-TV Events should Patriot breach any representation and/or covenant. Therefore, each Party specifically agrees, consents and waives objection(s), that, in addition to all the remedies provided at law and/or in equity, each Party shall be entitled to an immediate temporary restraining order and/or temporary, preliminary and/or permanent injunctions to prevent a breach, contemplated breach or continuing breach, without bond or proof of damages, of any of the representations and/or covenants. The existence of any claim, demand, action or causes of action of any nature of any Party against the other

shall not constitute a defense to the enforcement by the other Party of any of the representations and/or covenants and/or agreements herein.

16. In connection with Defendant's production of its "Junior American Rodeo" and/or its variant the "Jr American Rodeo" (the "Jr American"), Plaintiff created the following **logo** for Defendant's permitted use for the Licensed Events (as that term is defined the Agreement):



17. In 2019, Defendant produced and held the Jr American in conjunction with the **2019 "The American Rodeo,"** and did so pursuant to the terms of the Agreement. Thereafter, Plaintiff and Defendant renewed the term of the Agreement to extend through the **2020 "The American Rodeo"**. In 2020, Defendant produced and held the Jr American in conjunction with the **2020 "The American Rodeo,"** and did so in continuing compliance with the terms of the Agreement. In fact, for years 2019 and 2020, the association went beyond brand licensing; the top ranking rodeo athletes competing at the Jr American would qualify to compete and permitted to participate in "The American Rodeo." And, throughout the term of the Agreement, Defendant used and marketed its Licensed Events by the above-described logo (or a similar logo), all of which were designed with the intention to create such similarity with and to "The American Rodeo" logo so as to promote the Jr American in association with and a part of "The American Rodeo." For example, the following logos are depicted on Defendant's Facebook page:



Compare to “The American Rodeo’s” often and long-used logo:

2019 and 2020:



2021:



C. The Termination Of Defendant's Licensing Rights.

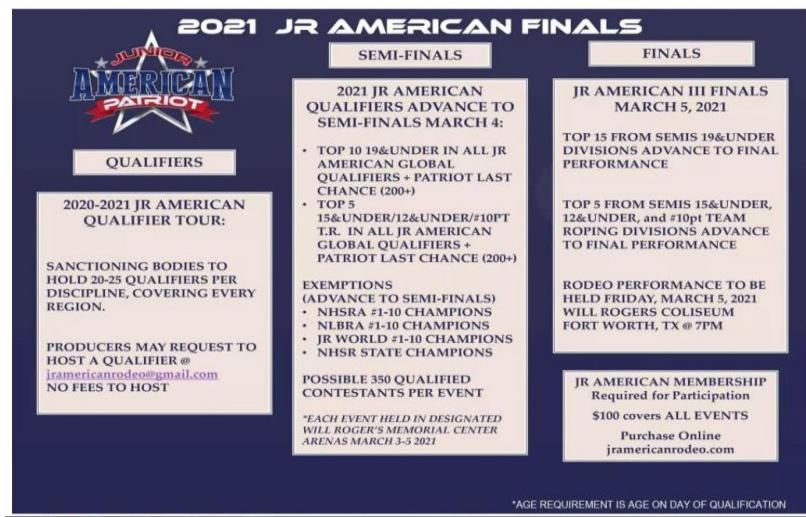
18. In early 2020, Defendant inquired of Plaintiff regarding the renewal of the Agreement for the upcoming 2021 rodeo season; however, Plaintiff rejected the proposal due to, *inter alia*, the significant disruption to Plaintiff's (and its affiliates') event calendars as a result of the COVID-19 pandemic.

19. Consequently, Defendant's license to use the Trademark and authorization to associate itself with "The American Rodeo" as permitted under the terms of the Agreement **terminated upon the completion of "The American Rodeo" Finals on March 8, 2020.** Defendant acknowledged as much on multiple occasions, for example:

- On January 11, 2020, Kevin Hall, representative of Defendant, sent an e-mail to Plaintiff, stating: "*We have paid RMG [parent company to Plaintiff] for the rights to use their logo to brand our Jr American Event.*"
- On January 11, 2020, Kevin Hall, representative of Defendant, sent an e-mail to Plaintiff, stating: "*Rfd has no ownership in the Jr American. We currently run youth events, including the Young Guns World Championships and the Jr. American. We license the name from you for branding purposes.*"
- On January 21, 2020, Kevin Hall, representative of Defendant, sent an e-mail to Plaintiff, stating: "*Also need clarifying using logo next year to promote events.*"

20. However, despite the expiration of the Agreement and thus the licensing rights previously afforded to Defendant, and thus termination of Defendant's right to use the "Junior American" and/or its variants branding and authorization to associate itself with "The American Rodeo" in connection with Defendant's youth rodeo events in 2021, Defendant used and continues to use the "Junior American" and/or its variants to promote its youth rodeo events, including for its qualifying rounds and finals which are scheduled to occur between February 26, 2021 and March 6, 2021, at the Will Rogers Coliseum in Fort Worth, Texas. Recently, Defendant began hosting qualifiers around the country for the "Jr. American Rodeo" to be held commencing February 26, 2021 in Fort Worth, Texas. "The American Rodeo" will take place on March 6 and 7, 2021, with the semi-finals beginning on February 25, 2021.

21. The foregoing facts were brought to Plaintiff's attention in January 2021, prompting Plaintiff to view Defendant's website at **americanpatriotevent.com/jr-american-rodeo**. Shockingly, Defendant continues to market its youth rodeo events with the intention and in a manner designed to promote the "Jr American" in association with and apart of "The American Rodeo." On Defendant's Facebook page for the "Junior American Rodeo," it boasts that the Jr American is "***The World's richest youth rodeo in Americas premier cowboy city - Fort Worth, Texas!***," a striking similarity to the "The American Rodeo's" promotion as the "***world's richest weekend in Western Sports.***" Defendant uses the following logos/banners:



22. On or about January 28, 2021, Gatsby Solheim, general counsel for Plaintiff, conversed with two (2) of Defendant's representatives, Kevin and Andrea, regarding Defendant's continued marketing of its youth rodeo events in a manner designed to promote the "Jr American" in association with and apart of "The American Rodeo," and, in connection therewith, its continuing use of Plaintiff's Trademarks, "Junior American", "JR AMERICAN,"

and/or its variants (and associated logos), beyond and despite the expiration of the Agreement and the termination of licensing rights thereunder. Defendant failed to cease its actions.

23. Accordingly, on **February 3, 2021**, Mrs. Solheim sent to Defendant, *inter alia*, that certain **Cease and Desist Letter**, therein seeking Defendant's assurances that it shall immediately cease and desist marketing its youth rodeo events in a manner designed to promote the "Jr American" in association with and a part of "The American Rodeo," and, in connection therewith, cease and desist its continuing use of Plaintiff's Trademarks, including "Junior American", "JR AMERICAN," and/or its variants (and associated logos). Defendant failed to respond and failed to cease its unlawful actions.

VII. CAUSES OF ACTION

COUNT ONE: BREACH OF CONTRACT

24. Plaintiff re-alleges and incorporates the facts and allegations set forth above as if they were fully set forth herein.

25. Plaintiff and Defendant are parties to the Agreement as detailed, *supra*, which constitutes a valid and enforceable contract. Plaintiff has fully performed in accordance with its obligations created thereunder.

26. However, despite Plaintiff's performance of its contractual obligations under the terms of the Agreement, Defendant committed numerous acts and/or omissions in violation of the Agreement, each of which constitutes a material breach of the valid, enforceable Agreement. For example, Defendant used and is currently using the names "Junior American", "JR AMERICAN," and/or its variants and associated logos in relation to, in advertising and in promotional material for events that other than the Licensed Events; and Defendant failed to give notice to Plaintiff of Defendant's "infringements or suspected or threatened infringements, imitations, illegal use or misuse of the Trademark."

27. Defendant is continuing to use the names “Junior American”, “JR AMERICAN,” and/or its variants and associated logos, beyond and despite the expiration of the Agreement and the termination of the licensing rights thereunder, and has gone so far as to specifically reference “The American Rodeo” on its website; these acts serve their intended purpose to unlawfully capitalize upon and utilize “The American Rodeo’s” recognized branding, established fan base, and esteemed reputation in the competitive rodeo market place, and constitute a material breach of the valid, enforceable Agreement.

28. Defendant’s material breaches of the Agreement have proximately caused damages to Plaintiff for which it now sues, to the fullest extent of the law. Although Plaintiff’s damages in this case will be difficult to ascertain, and as such, Plaintiff cannot accurately measure its damages at this time, and although Defendant’s acts and/or omissions as set forth herein have and will cause imminent and irreparable harm to Plaintiff, for which there is no adequate remedy at law and/or which cannot be adequately addressed by monetary damages alone, Plaintiff is seeking to recover all actual and consequential damages incurred as a result of Defendant’s breach of contract.

29. Additionally, Plaintiff has retained the law firm of Shamoun & Norman, LLP, to prepare and file this Original Petition and prosecute the claims and relief set forth herein. Pursuant to the Agreement, Plaintiff seeks recovery of all reasonable and necessary attorney’s fees incurred in the prosecution of this claim, prejudgment and postjudgment interest at the highest lawful rates, and all taxable costs of court.

COUNT TWO: UNFAIR COMPETITION/MISAPPROPRIATION

30. Plaintiff re-alleges and incorporates the facts and allegations set forth above as if they were fully set forth herein.

31. The tort of unfair competition concerns the use of “another’s good will with the public to gain a competitive advantage in the market.”² “[A]ny practice which may mislead customers into believing that the product of the defendant is endorsed by or somehow connected to the plaintiff falls within the parameters of the tort.”³ As another court defined it,

Unfair competition is a common law tort that occurs when one business entity “palms off” its products as those of another. The determinative question is whether the tortfeasor’s practices are likely to mislead customers into believing that the product emanates from or has been endorsed by the claimant.... [T]he test is likelihood of confusion.⁴

32. As shown, *supra*, Defendant utilized Plaintiff’s good will with the public to gain a competitive advantage in the market. Defendant’s practices, as discussed, *supra*, may mislead customers into believing that the Jr American is endorsed by or somehow connected to Plaintiff and The American Rodeo. Defendant is passing off its product, the Jr American, as the product of Plaintiff. Defendant’s practices are likely to mislead customers into believing that the Jr American emanates from or has been endorsed by Plaintiff, resulting in a likelihood of confusion. Defendant’s activities have caused and will likely continue to cause confusion or misunderstanding as to the source, sponsorship, or approval of Defendant’s goods and has caused and will likely continue to cause persons to mistakenly believe that Defendant is affiliated, connected, or associated with Plaintiff.

33. To prevail on a Texas common law claim for unfair competition, a plaintiff must establish two elements: (1) the plaintiff’s trade name has acquired a secondary meaning through usage; and (2) the similarity of the name used by the defendant would be likely to confuse the

² *Clark v. Dillard’s, Inc.*, 460 S.W.3d 714, 725 (Tex. App.—Dallas 2015, no pet.) (citing *Nat’l Bank of Commerce v. Shaklee Corp.*, 503 F.Supp. 533, 541 (W.D.Tex. 1980)).

³ *Id.*

⁴ *Clark v. Dillard’s, Inc.*, 460 S.W.3d 714, 725–26 (Tex. App.—Dallas 2015, no pet.) (citing *Ky. Fried Chicken Corp. v. Diversified Packaging Corp.*, 549 F.2d 368, 382 (5th Cir.1977)).

public.⁵ The elements of an unfair competition *or* common law misappropriation claim are: (1) the creation of plaintiff's product through extensive time, labor, skill, and money; (2) the defendant's use of that product in competition with the plaintiff, thereby gaining a special advantage in that competition, i.e., a "free ride," because defendant is burdened with little or none of the expense incurred by the plaintiff; and (3) commercial damage to the plaintiff.⁶

34. As shown, *supra*, Defendant utilized Plaintiff's good will with the public to gain a competitive advantage in the market. Again, Defendant's continuing use of the names "Junior American", "JR AMERICAN," and/or its variants and associated logos, beyond and despite the expiration of the Agreement and the termination of licensing rights thereunder, and then going so far as to specifically reference "The American Rodeo" on its website, serves its intended purpose to wrongfully capitalize upon and utilize "The American Rodeo's" recognized branding, established fan base, and esteemed reputation in the competitive rodeo market place, will undoubtedly lead to and cause irreparable brand confusion amongst the public and diminution of brand value. Defendant is passing off the Jr American rodeo as being associated with and apart of "The American Rodeo," misleading any reasonable observer to believe that such event has been sanctioned and/or endorsed by or is in co-production with "The American Rodeo."

35. Defendant's acts and/or omissions have caused and will likely continue to cause confusion or misunderstanding as to the source, sponsorship, or approval of Defendant's goods and has caused and will likely continue to cause persons to mistakenly believe that Defendant is affiliated, connected, or associated with Plaintiff, for which Plaintiff now sues. Although Plaintiff's damages in this case will be difficult to ascertain, and as such, Plaintiff cannot accurately measure its damages at this time, and although Defendant's acts and/or omissions as

⁵ See *Associated Tel. Directory Publishers, Inc. v. Five D's Publ'g Co.*, 849 S.W.2d 894, 898 (Tex. App—Austin 1993, no writ); *Hudgens v. Goen*, 673 S.W.2d 420, 423 (Tex.App.—Fort Worth 1984, writ ref'd n.r.e.).

⁶ *BP Auto., L.P. v. RML Waxahachie Dodge, L.L.C.*, 448 S.W.3d 562, 571-72 (Tex. App.—Houston [1st Dist.] 2014, no pet.).

set forth herein have and will cause imminent and irreparable harm to Plaintiff, for which there is no adequate remedy at law and/or which cannot be adequately addressed by monetary damages alone, Plaintiff is seeking to recover all actual and consequential damages incurred as a result of Defendant's wrongful acts and/or omissions as described herein.

COUNT THREE: COMMON LAW INFRINGEMENT

36. Plaintiff re-alleges and incorporates the facts and allegations set forth above as if they were fully set forth herein.

37. To succeed on a common law claim for trade name/mark infringement, the party seeking an injunction must show: (1) the name/mark it seeks to protect is eligible for protection; (2) it is the senior user of the name/mark; (3) there is a likelihood of confusion between its mark and that of its competitor; and (4) the likelihood of confusion will cause irreparable injury for which there is no adequate legal remedy.⁷

38. “The American Rodeo” and Plaintiff’s logos used in connection with “The American Rodeo” are eligible for protection under Texas statute. Plaintiff is the senior user of “The American Rodeo” and Plaintiff has been utilizing such branding, marketing and in connection with “The American Rodeo” since 2014. In fact, since before 2014, Plaintiff (and its affiliates) have expended millions of dollars and countless human resources to continuously develop “The American Rodeo’s” proof of concept, its establishment of brand name and recognition in the market place (including by the marketing and promotion of the now well-recognized and respected name in competitive rodeo, “The American Rodeo”), and, ultimately, its continuous growth in popularity and ever-increasing fan base in rodeo competition.

39. Now, Defendant’s continuing use of the names “Junior American”, “JR AMERICAN,” and/or its variants and associated logos, beyond and despite the expiration of the

⁷ *All Am. Builders, Inc. v. All Am. Siding of Dallas, Inc.*, 991 S.W.2d 484, 488 (Tex. App.—Fort Worth 1999, no pet.) (citations omitted).

Agreement and the termination of Trademark licensing rights thereunder, and then going so far as to specifically reference “The American Rodeo” on its website, serves its intended purpose to unlawfully capitalize upon and utilize “The American Rodeo’s” recognized branding, established fan base, and esteemed reputation in the competitive rodeo market place, will unquestionably lead to and cause irreparable brand confusion amongst the public and diminution of brand value. Defendant is passing off the Jr American rodeo as being associated with and apart of “The American Rodeo,” misleading any reasonable observer to believe that such event has been sanctioned and/or endorsed by or is in co-production with “The American Rodeo.” In conclusion, there is a likelihood of confusion between The American Rodeo and Defendant’s use of the “Junior American Rodeo” or “Jr American Rodeo.”

40. Defendant’s acts and/or omissions have caused and will likely continue to cause confusion or misunderstanding as to the source, sponsorship, or approval of Defendant’s goods and has caused and will likely continue to cause persons to mistakenly believe that Defendant is affiliated, connected, or associated with Plaintiff, for which Plaintiff now sues. The likelihood of confusion will cause irreparable injury to Plaintiff for which there is no adequate remedy at law. Moreover, although Plaintiff’s damages in this case will be difficult to ascertain, and as such, Plaintiff cannot accurately measure its damages at this time, and although Defendant’s acts and/or omissions as set forth herein have and will cause imminent and irreparable harm to Plaintiff, for which there is no adequate remedy at law and/or which cannot be adequately addressed by monetary damages alone, Plaintiff is seeking to recover all actual and consequential damages incurred as a result of Defendant’s wrongful acts and/or omissions as described herein.

**VIII. APPLICATION FOR TEMPORARY RESTRAINING ORDER
AND APPLICATION FOR TEMPORARY AND PERMANENT INJUNCTION**

41. Plaintiff re-alleges and incorporates the facts and allegations set forth above as if they were fully set forth herein.

42. In Texas, in order to obtain injunctive relief, an applicant must assert and prove: “(1) a cause of action against the defendant; (2) a probable right to the relief sought; and (3) a probable, imminent, and irreparable injury in the interim.”⁸ With respect to the element of “probable, imminent, and irreparable injury,” under Texas law, probable injury includes elements of imminent harm, irreparable injury, and that there exists no adequate remedy at law for damages.⁹ TEX. CIV. P. & REM. CODE § 65.011 provides that, “[a] writ of injunction may be granted if: . . . a party performs or is about to perform or is procuring or allowing the performance of an act relating to the subject of pending litigation, in violation of the rights of the applicant, and the act would tend to render the judgment in that litigation ineffectual . . .”

43. Pursuant to TEX. R. CIV. P. 680 and TEX. CIV. PRAC. & REM. CODE § 65.011, Plaintiff is entitled to a temporary restraining order, temporary injunction (during the pendency of this case), and permanent injunction because:

- (1) Plaintiff is entitled to the relief demanded and all or part of the relief requires the restraint of some act prejudicial to Plaintiff;
- (2) Defendant is performing and about to perform acts relating to the subject of this Litigation, in violation of the rights of Plaintiff, and the acts would tend to render the judgment in this Litigation ineffectual;
- (3) Plaintiff is entitled to a writ of injunction under the principles of equity and the statutes of this State relating to injunctions; and
- (4) Irreparable injury to Plaintiff’s personal and real property rights is threatened, irrespective of any remedy at law.

44. Herein, Plaintiff has alleged causes of actions against Defendant for breach of contract, unfair competition and misappropriation of trade name, and common law infringement.

⁸ *Hotze v. Hotze*, 2018 Tex. App. LEXIS 5386, *5, 2018 WL 3431587 (Tex. App.—Houston [1st Dist. July 17, 2018, no pet. h.] (mem. op.) (citing *Butnaru v. Ford Motor Co.*, 84 S.W.3d 198, 204 (Tex. 2002).

⁹ *Blackthorne v. Bellush*, 61 S.W.3d 439, 444, (Tex. App.—San Antonio 2001, no pet.).

As demonstrated the Declaration of Gatsby Solheim, attached hereto as **Exhibit “1”**, Plaintiff has demonstrated the following: **(1) a probable right of recovery and likelihood of success on the merits (as established in the Affidavit and herein, *supra*); (2) that Plaintiff will suffer imminent, irreparable harm without Court intervention; and (3) that there is no adequate remedy at law.** Therefore, Plaintiff is entitled to a temporary restraining order.

45. Plaintiff seeks injunctive relief **in order to preserve the status quo of the parties identified herein – to preserve the last actual peaceable, noncontested status that preceded the controversy the subject of this litigation** (specifically, the status that preceded Defendant's continuing use of the names “Junior American”, “JR AMERICAN,” and/or its variants and associated logos, beyond and despite the expiration of the Agreement and the termination of Trademark licensing rights thereunder, that is, the status which preceded Defendant's material breach of the Agreement, unlawful and unfair competition and misappropriation of Plaintiff's trade name, and wrongful infringement and use of Plaintiff's Trademark the subject of the Agreement). **Maintenance of the status quo during the pendency of this suit will not result in any undue harm to Defendant or any other persons.**

46. Plaintiff is entitled to the relief demanded and all or part of the relief requires the restraint of some act prejudicial to it. Defendant is performing and will continue to perform acts related to the subject of this litigation, in violation of Plaintiff's rights, and the acts would tend to render any judgment in the litigation ineffectual and insufficient. Plaintiff is entitled to a writ of injunction under the principles of equity and the statutes of this State relating to injunctions. Irreparable injury to Plaintiff and its personal and real property the subject of this Application is continuously threatened, irrespective of any remedy at law. **Plaintiff will suffer imminent, irreparable harm without Court intervention.** As demonstrated herein, the harm to Plaintiff is **imminent and irreparable:**

- Defendant has and continues to utilize Plaintiff's good will with the public to gain a competitive advantage in the market.
- Defendant's continuing use of the names "Junior American", "JR AMERICAN," and/or its variants and associated logos, beyond and despite the expiration of the Agreement and the termination of licensing rights thereunder, and then going so far as to specifically reference "The American Rodeo" on its website, serves its intended purpose to wrongfully capitalize upon and utilize "The American Rodeo's" recognized branding, established fan base, and esteemed reputation in the competitive rodeo market place, will undoubtedly lead to and cause irreparable brand confusion amongst the public and diminution and dilution of Plaintiff's brand value.
- Defendant is passing off the Jr American rodeo as being associated with and apart of "The American Rodeo," misleading any reasonable observer to believe that such event has been sanctioned and/or endorsed by or is in co-production with "The American Rodeo."
- There is a significant likelihood of confusion between The American Rodeo and Defendant's use of the "Junior American Rodeo" or "Jr American Rodeo."
- Defendant's acts and/or omissions have caused and will likely continue to cause confusion or misunderstanding as to the source, sponsorship, or approval of Defendant's goods and has caused and will likely continue to cause persons to mistakenly believe that Defendant is affiliated, connected, or associated with Plaintiff, for which Plaintiff now sues.
- The likelihood of confusion will cause irreparable injury to Plaintiff for which there is no adequate remedy at law.

47. Unless Defendant is ordered to immediately undertake those acts and is temporarily and immediately restrained and enjoined as delineated and requested herein below, Plaintiff will continue to suffer imminent, irreparable harm, for which there is no adequate remedy at law.

48. Additionally, the terms of the Agreement the subject of this litigation expressly permit this Court's issuance of injunctive relief. The Agreement provides, in pertinent part:

Each of the Parties hereto agrees that the representations and/or covenants contained in this Agreement are and form a part of the essence of this Agreement; that each representation and/or covenant is reasonable and necessary to protect and preserve the interests, rights and properties of RFD-TV Events; and that **irreparable injury, loss and damage will be suffered by RFD-TV Events should Patriot breach any**

representation and/or covenant. Therefore, each Party specifically agrees, consents and waives objection(s), that, in addition to all the remedies provided at law and/or in equity, each Party shall be entitled to an immediate temporary restraining order and/or temporary, preliminary and/or permanent injunctions to prevent a breach, contemplated breach or continuing breach, without bond or proof of damages, of any of the representations and/or covenants. The existence of any claim, demand, action or causes of action of any nature of any Party against the other shall not constitute a defense to the enforcement by the other Party of any of the representations and/or covenants and/or agreements herein.

49. Therefore, Plaintiff respectfully requests the Court to dispense with issuance of a bond and order that Defendant be temporarily and immediately restrained,¹⁰ without hearing, and after notice and hearing, be temporarily enjoined, pending further order of this Court, as follows:

Defendant be ordered to immediately cease and desist from using, including on its social media sites, on its webpage, and/or in any other promotional or marketing materials, the term “Junior American”, “Jr American,” and/or any other variant thereto or any name confusingly similar thereto, in any form, including as a trademark, logo, banner, service mark, or trade name in connection with any youth rodeo event and any other event owned, produced, hosted, or sponsored by Defendant.

50. Plaintiff is willing to post bond.

IX. PRAYER FOR RELIEF

WHEREFORE, PREMISES CONSIDERED, Plaintiff RFD-TV Events, LLC, respectfully prays that this pleading be received and filed, that the Court immediately grant a temporary restraining order as requested herein, that after notice and hearing, the temporary restraining order be made a temporary injunction (during the pendency of this case), and, upon

¹⁰ A TRO's purpose is to restrain a party's action **only until a full evidentiary hearing** on the request for a temporary injunction occurs. *See Del Valle I.S.D. v. Lopez*, 845 S.W.2d 808, 809 (Tex. 1992). TROs can be granted **solely on sworn pleadings or affidavits**. TEX. R. CIV. P. 680. The court **does not make a ruling on the merits** at a temporary restraining order hearing or **decide whether a covenant not to compete is enforceable**. *See Loyer v. Travelhost, Inc.*, 156 S.W.3d 615, 619-20 (Tex. App.—Dallas 2004, no pet.) (holding that even at an evidentiary temporary injunction hearing, “the underlying merits of the controversy are not presented” and “the issue of whether the covenant . . . is enforceable must await a final judgment”).

final trial, that the Court issue a permanent injunction and enter judgment in favor of Plaintiff and against Defendant for all actual damages as requested herein, interest before and after judgment at the highest legal rates, all reasonable attorneys' fees and all taxable costs of court, and exemplary damages, and such further and additional relief to which Plaintiff may show itself to be justly entitled, at law or equity.

Respectfully Submitted,

SHAMOUN & NORMAN, LLP

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ATTORNEYS FOR PLAINTIFF

Exhibit 1

DECLARATION OF GATSBY SOLHEIM IN SUPPORT OF PLAINTIFF
RFD-TV EVENTS, LLC'S APPLICATION FOR TEMPORARY RESTRAINING
ORDER AND FOR TEMPORARY AND PERMANENT INJUNCTION

My name is Gatsby Solheim. My date of birth is November 12, 1987. My address is 929 Hawthorne Avenue, Crete, Nebraska 68333. Pursuant to TEX. CIV. PRAC. & REM. CODE § 132.001, I declare, under penalty of perjury, that the foregoing and following statements are true and correct.

1. My name is Gatsby Solheim, I am over the age of twenty-one (21) years, have never been convicted of a felony or a crime involving moral turpitude, and am fully competent to make this Declaration in all respects. Except as otherwise specified, I make this Declaration based upon my personal knowledge.
2. I am licensed as an attorney and counselor at law by the Supreme Court of the State of Nebraska and have practiced law in the State of Nebraska continuously from the year of my licensure, 2018, to the present date. I am also licensed as an attorney and counselor at law by the Supreme Court of the State of Iowa and have been since the year of my licensure, 2017, to the present date (holding an “exempt” license status).
3. I am General Counsel for RFD-TV Events, LLC, as well as for its affiliates RFD-TV, LLC and Rural media Group, Inc. My primary office primary office address is 17445 Arbor Street, Suite 300, Omaha, Nebraska 68130. I am also a corporate representative of and for RFD-TV Events, LLC (and its affiliates). I am also a custodian of records of and for RFD-TV Events, LLC (and its affiliates). Attached hereto are 74 pages of business records of, for and from RFD-TV Events, LLC (and its affiliates). These said 74 pages of records, including Exhibits “1-A” through “1-N” attached hereto, and which are identified below, are kept by RFD-TV Events, LLC in the regular course of business, and it was in the regular course of business of and for RFD-TV Events, LLC (and its affiliates) for an employee or representative of RFD-TV Events, LLC (and its affiliates), including myself, with knowledge of the act, event, condition, opinion, or diagnosis recorded to make the record or to transmit information thereof to be included in such record; and the record was made at or near the time or reasonably soon thereafter. The records attached hereto, including Exhibits “1-A” through “1-N”, are the original or exact duplicates of the original.
4. I have personal knowledge that RFD-TV Events, LLC, is a foreign limited liability company registered and authorized to do and doing business in the State of Texas. RFD-TV Events, LLC, is a media and production company and is the sole and exclusive owner, producer, and host of “The American Rodeo” professional rodeo tour; such ownership includes the rights to the trademark name “The American Rodeo” and its associated properties.
5. “The American Rodeo” is an annual rodeo event that began in 2014 and which continued each year thereafter in early March, held at the Dallas Cowboys’ AT&T Stadium in Arlington, Tarrant County, Texas. Since 2014, RFD-TV Events, LLC (and its affiliates)

have consistently used and marketed its global rodeo event under the name “The American Rodeo” (and its variants).

6. Each year, “The American Rodeo” rodeo event is sponsored by, *inter alia*, RFD-TV, LLC. “The American Rodeo,” promoted by RFD-TV Events, LLC (and its affiliates) as the “*world's richest weekend in Western Sports*,” hosts seven (7) distinct traditional rodeo events, to include (1) Bareback Riding; (2) Team Roping; (3) Steer Wrestling; (4) Saddle Bronc Riding; (5) Tie-Down Roping; (6) Barrel Racing; and (7) Bull Riding. The foregoing is reflected on the website of “The American Rodeo” at <https://www.americanrodeo.com/> (the “American Website”). True and correct copies of example screenshot images/print outs from the American Website, which have been obtained from the website, are attached hereto as Exhibits “A” and “B”, and incorporated herein by reference. As further reflected on the American Website, the event pays out to its competitors more than \$2,000,000.00 in prize money through a series of qualifiers, then “The American Semi-Finals,” and, ultimately, the final event, “The American Rodeo.” As further reflected on the American Website, the event hosts the top rodeo athletes in the world and often pits them against underdogs who have advanced from “The American Semi-Finals” to battle for the biggest single paycheck of their rodeo lives.
7. Every March, “The American Rodeo” is attended by thousands of rodeo fans. Throughout its history, “The American Rodeo” (and its affiliates) have expended millions of dollars and countless human resources to continuously develop “The American Rodeo” proof of concept, its establishment of brand name and recognition in the market place (including by the promotion of the now well-recognized and respected name in competitive rodeo, “The American Rodeo”), and, ultimately, its continuous growth in popularity and ever-increasing fan base in rodeo.
8. As further reflected on the American Website, in 2021, “The American Rodeo” will occur on March 6 and 7, 2021, with the “The American Semi-Finals” beginning on February 25, 2021. The “Top 10 Invitee” rodeo athletes from and as ranked by the 2020 final Professional Rodeo Cowboys Association (the “PRCA”) automatically qualify and are invited to compete in the 2021 “The American Rodeo.” They will compete against the “Qualifiers,” those underdog rodeo athletes who earned the right to compete at the “The American Rodeo” by qualifying at top-quality events around the country and then successfully competing and besting a field of over 500 athletes at a subsequent round of competition at “The American Semifinals.”
9. For the past few years, RFD-TV Events, LLC has maintained a professional relationship with The Patriot Event, LLC. Based upon that relationship and my business dealing with The Patriot Event, LLC, in my capacity as a representative for and on behalf of RFD-TV Events, LLC, I have personal knowledge that The Patriot Event, LLC is a multi-equine production company that produces and promotes team roping, calf roping, barrel racing and mounted shooting events, for all ages.
10. As a representative for RFD-TV Events, LLC, I have personal knowledge that in or around January 2018, The Patriot Event, LLC proposed to RFD-TV Events, LLC that The Patriot Event, LLC endeavor to produce a “junior” version of “The American

Rodeo,” to be held in conjunction with the then upcoming “The American Rodeo” to occur in March 2019. The aforementioned discussions are reflected in the various e-mails exchanged in January 2018, by and between various representatives and/or agents acting on behalf of RFD-TV Events, LLC and “The American Rodeo,” on the one hand, and various representatives and/or agents acting on behalf of The Patriot Event, LLC, on the other hand (the “January 2018 E-mails”). True and correct copies of the January 2018 E-mails are attached hereto as Exhibit “C”, and incorporated herein by reference.

11. **Throughout 2018**, various representatives and/or agents acting on behalf of RFD-TV Events, LLC and “The American Rodeo,” on the one hand, and various representatives and/or agents acting on behalf of The Patriot Event, LLC, on the one hand, negotiated the terms of RFD-TV Events, LLC’s potential licensing and authorization to RFD-TV Events, LLC for the use of “The American Rodeo” brand.
12. Ultimately, in September 2018, RFD-TV Events, LLC and The Patriot Event, LLC executed that certain **Trademark License and Operating Agreement Junior American Rodeo** (the “Agreement”). A true and correct copy of the Agreement is attached hereto as Exhibit “D”, and incorporated herein by reference. Pursuant to its terms, and as reflected in Exhibit “D”, RFD-TV Events, LLC granted unto The Patriot Event, LLC, *inter alia*, and in connection with The Patriot Event, LLC’s development and production of youth rodeo events, the limited right to utilize the trademark “**The American Rodeo**” and all associated properties for a finite period of time; in exchange, The Patriot Event, LLC agreed to pay to RFD-TV Events, LLC a licensing fee. The Agreement provides, in pertinent part (emphasis added):

WHEREAS, RFD-TV Events is a media and production company, and the sole and exclusive owner and producer of “THE AMERICAN” professional rodeo tour, *including the trademark “The American Rodeo” and all associated properties* (the “Trademark”).

1. LICENSED EVENTS

Upon the terms and conditions set forth herein, *RFD-TV Events grants Patriot and Patriot hereby accepts, for the term of their License, the limited right to utilize the Trademark as part of its youth rodeo event name, namely: The Junior American Rodeo* (each youth rodeo competition sanctioned and produced by Patriot to occur during the Term of this Agreement as a part of The Junior American Rodeo, and any events occurring during the Term of this Agreement serving as qualifiers for The Junior American Rodeo (the “Qualifying Events”), shall be referred to collectively as the “Licensed Events”).

2. GRANT OF TRADEMARK LICENSE

A. Grant of License. Upon the terms and conditions set forth herein, RFD-TV Events hereby grants Patriot and Patriot hereby accepts, for the term of this Agreement the limited right to utilize the Trademark only on and in connection with the Licensed Events and related services, including merchandise, and only so long as the Licensed Events comply with the terms and conditions specified herein.

B. License Fee. *Patriot agrees to pay RFD-TV Events a royalty equal to twenty-five percent (25%) of all entry fees paid by participants of the Licensed Events (the "License Fee").* Within ten (10) days following each Licensed Event, Patriot will provide an accounting to RFD-TV Events describing in reasonable detail all entry fees received by Patriot at the Licensed Event and forward payment of the License Fee from such Licensed Event to RFD-TV Events. RFD-TV Events shall have the right to audit Patriot's books and records as they relate to the subject matter hereof.

C. Term. Unless sooner terminated as provided in Section 8, this Agreement *shall begin on the Effective Date and end after the completion of THE AMERICAN Finals on March 3, 2019.*¹ At least thirty (30) days but no more than one hundred eighty (180) days prior to expiration of this Agreement, Patriot may request in writing renewal of this Agreement.

D. Right of First Refusal. So long as RFD-TV Events is willing to grant a license for the years 2019 and 2020 to utilize the Trademark in connection with the Licensed Events, RFD-TV Events agrees to grant Patriot a right of first refusal to license the Trademark in connection with the Licensed Events.

4. USE OF TRADEMARKS

A. Patriot acknowledges and agrees that RFD-TV Events is and shall be the sole and exclusive owner of all copyright, trademark, trade dress, and any other Intellectual Property rights in and to the Film and THE AMERICAN, THE JUNIOR AMERICAN and associated properties (all of the foregoing collectively, the "RFD-TV Events Intellectual Property"). All use of the RFD-TV Events Intellectual Property in connection with the Events and hereunder shall inure solely to the benefit of RFD-TV Events. Apart from its license rights under this Agreement, Patriot acknowledges and agrees that Patriot does not and shall not acquire any rights whatsoever in and to the RFD-TV Events Intellectual Property by virtue of this Agreement or Patriot's performance of any services in connection with the Licensed Events. For purposes of this Agreement, "Intellectual Property" means any and all tangible and intangible: (i) rights associated with works of authorship, including copyrights, moral rights, neighboring rights, and derivative works thereof, (ii) trademark and trade name rights, (iii) trade secret rights, (iv) patents, design rights, and other industrial property rights, and, (v) all other intellectual property rights (of every kind and nature however designated) whether arising by operation of law, treaty, contract, license, or otherwise, together with all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof.

B. Patriot shall use the Trademark only in the manner of a trademark, and only on or in relation to the Licensed Events or in advertising or promotional material for the Licensed Events.

¹ I have personal knowledge that the Agreement contains a typo; instead of 2018, the parties intended the Agreement to reference year 2019.

12. MISCELLANEOUS

F. Each of the Parties hereto agrees that the representations and/or covenants contained in this Agreement are and form a part of the essence of this Agreement; that each representation and/or covenant is reasonable and necessary to protect and preserve the interests, rights and properties of RFD-TV Events; and that irreparable injury, loss and damage will be suffered by RFD-TV Events should Patriot breach any representation and/or covenant. Therefore, each Party specifically agrees, consents and waives objection(s), that, in addition to all the remedies provided at law and/or in equity, each Party shall be entitled to an immediate temporary restraining order and/or temporary, preliminary and/or permanent injunctions to prevent a breach, contemplated breach or continuing breach, without bond or proof of damages, of any of the representations and/or covenants. The existence of any claim, demand, action or causes of action of any nature of any Party against the other shall not constitute a defense to the enforcement by the other Party of any of the representations and/or covenants and/or agreements herein.

13. In connection with The Patriot Event, LLC's production of its "Junior American Rodeo" and/or its variant the "Jr American Rodeo" (the "Jr American"), RFD-TV Events, LLC created the following **logo** for The Patriot Event, LLC's permitted use for the Licensed Events (as that term is defined the Agreement):

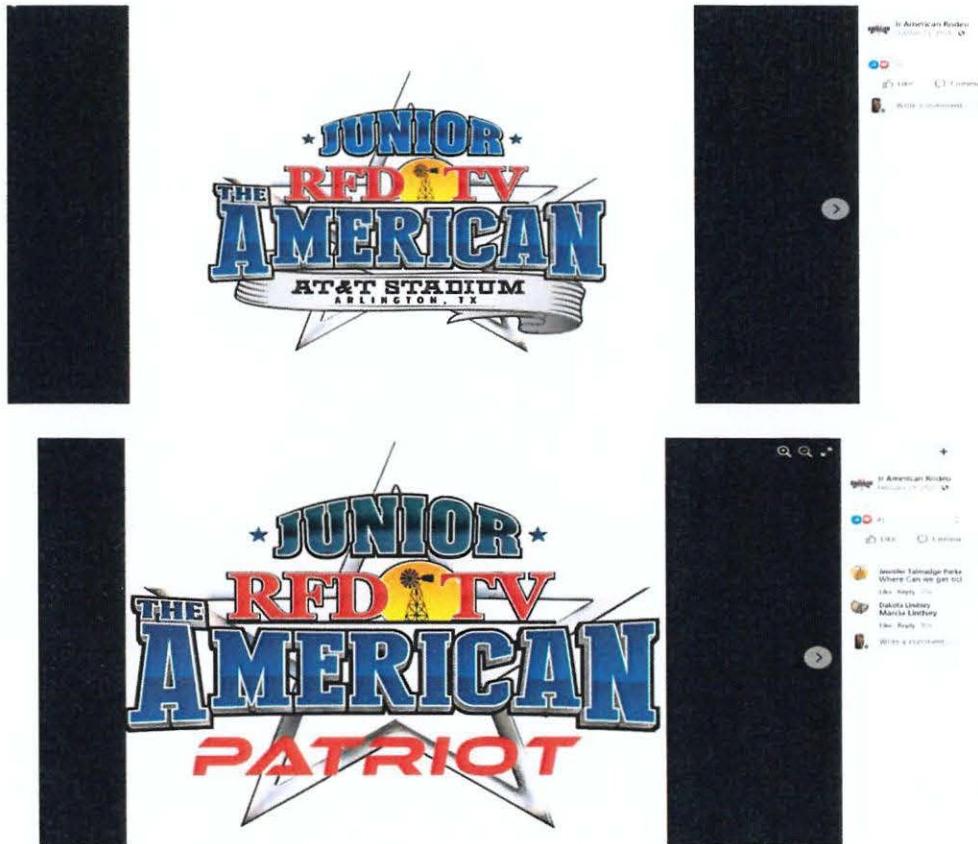


A true and correct copy of the e-mail from a representative of RFD-TV Events, LLC, to a representative of The Patriot Event, LLC, regarding delivery of the afore-described logo, dated June 18, 2018, is attached hereto as Exhibit "E", and incorporated herein by reference.

14. In 2019, The Patriot Event, LLC produced and held the Jr American in conjunction with the 2019 "The American Rodeo," and did so pursuant to the terms of the Agreement. Thereafter, RFD-TV Events, LLC and The Patriot Event, LLC renewed the term of the Agreement to extend through the 2020 "The American Rodeo". In 2020, The Patriot Event, LLC produced and held the Jr American in conjunction with the 2020 "The American Rodeo," and did so in continuing compliance with the terms of the Agreement. In fact, for years 2019 and 2020, the association went beyond brand licensing; the top ranking rodeo athletes competing at the Jr American would qualify to compete and permitted to participate in "The American Rodeo." And, throughout the term of the Agreement, The Patriot Event, LLC used and marketed its Licensed Events by the above-described logo (or a similar logo), all of which were presumably designed

with the intention to create such similarity with and to “The American Rodeo” logo so as to promote the Jr American in association with and a part of “The American Rodeo.”

15. For example, the following logos were depicted on The Patriot Event, LLC’s Facebook page in 2018 and 2020:



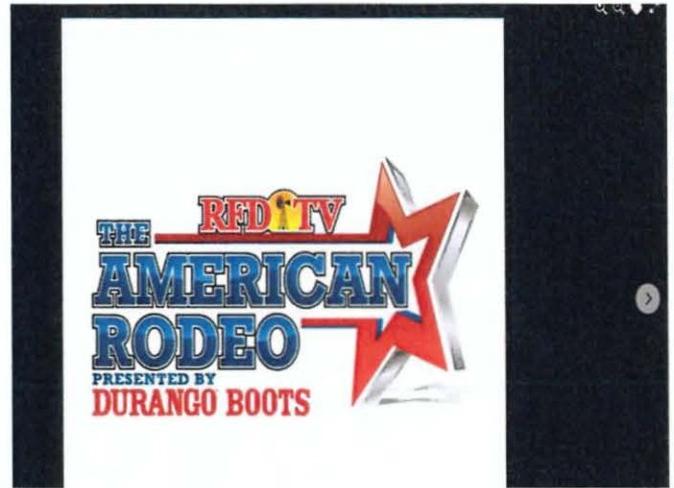
True and correct copies of the foregoing screenshot images/print outs from The Patriot Event, LLC’s Facebook page, which have been obtained from its Facebook page, are attached hereto as Exhibit “F”, and incorporate herein by reference.

16. The similarities of The Patriot Event, LLC’s marketing materials and logo to that of “The American Rodeo’s” often and long-used logo are evident from a comparison of the afore-depicted logos and that which has been used by “The American Rodeo”, including in 2019, 2020, and 2021:

2019 and 2020:



2021:



True and correct copies of the foregoing screenshot images/print outs from RFD-TV Events, LLC and "The American Rodeo's" Facebook page, which have been obtained from its Facebook page, are attached hereto as Exhibit "G", and incorporated herein by reference.

17. In early 2020, The Patriot Event, LLC inquired of RFD-TV Events, LLC regarding the renewal of the Agreement for the upcoming 2021 rodeo season; however, RFD-TV Events, LLC rejected the proposal due to, *inter alia*, the significant disruption to RFD-TV Events, LLC's (and its affiliates') event calendars as a result of the COVID-19 pandemic. These discussions are reflected in the various e-mails exchanged on February 3, 2021, by and between various representatives and/or agents acting on behalf of RFD-TV Events, LLC and "The American Rodeo" (including myself), on the one hand, and

various representatives and/or agents acting on behalf of The Patriot Event, LLC, on the other hand (the “February 3, 2021 E-mails”). True and correct copies of the February 3, 2021 E-mails are attached hereto as Exhibit “M”, and incorporated herein by reference.

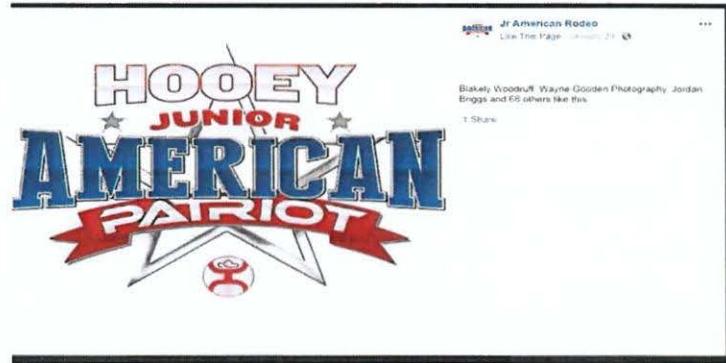
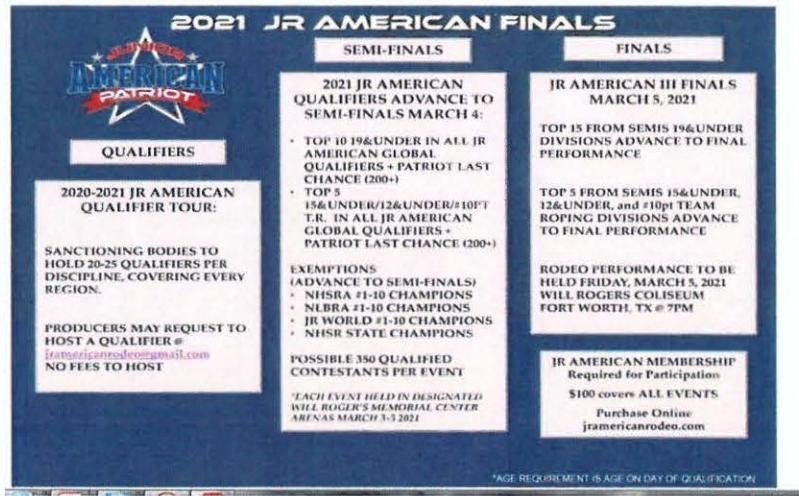
18. Consequently, The Patriot Event, LLC’s license to use the Trademark and authorization to associate itself with “The American Rodeo” as permitted under the terms of the Agreement **terminated upon the completion of “The American Rodeo” Finals on March 8, 2020**. The Patriot Event, LLC acknowledged as much on multiple occasions, including, for example, in the following correspondences:

- On January 11, 2020, Kevin Hall, representative of The Patriot Event, LLC, sent an e-mail to representatives and/or agents acting on behalf of RFD-TV Events, LLC and “The American Rodeo,” stating: “*We have paid RMG [parent company to Plaintiff] for the rights to use their logo to brand our Jr American Event*” (the “First January 11, 2020 E-mail”).
- On January 11, 2020, Kevin Hall, representative of The Patriot Event, LLC, sent an e-mail to representatives and/or agents acting on behalf of RFD-TV Events, LLC and “The American Rodeo,” stating: “*Rfd has no ownership in the Jr American. We currently run youth events, including the Young Guns World Championships and the Jr. American. We license the name from you for branding purposes*” (the “Second January 11, 2020 E-mail”).
- On January 21, 2020, Kevin Hall, representative of The Patriot Event, LLC, sent an e-mail to representatives and/or agents acting on behalf of RFD-TV Events, LLC and “The American Rodeo,” stating: “*Also need clarifying using logo next year to promote events*” (the “January 21, 2020 E-mail”).

True and correct copies of the First January 11, 2020 E-mail, the Second January 11, 2020 E-mail, and the January 21, 2020 E-mail are attached hereto as Exhibits “H”, “I”, and “J”, respectively, and incorporated herein by reference.

19. However, despite the expiration of the Agreement and thus the licensing rights previously afforded to Defendant, and thus termination of The Patriot Event, LLC’s right to use the “Junior American” and/or its variants branding and authorization to associate itself with “The American Rodeo” in connection with The Patriot Event, LLC’s youth rodeo events in 2021, The Patriot Event, LLC used and continues to use the “Junior American” and/or its variants to promote its youth rodeo events, including for its qualifying rounds and finals which are scheduled to occur between February 26, 2021 and March 6, 2021, at the Will Rogers Coliseum in Fort Worth, Texas. Recently, The Patriot Event, LLC began hosting qualifiers around the country for the “Jr. American Rodeo” to be held commencing February 26, 2021 in Fort Worth, Texas. “The American Rodeo” will take place on March 6 and 7, 2021, with the semi-finals beginning on February 25, 2021.
20. The foregoing facts were brought to RFD-TV Events, LLC’s attention, and specifically to my attention, in January 2021, prompting RFD-TV Events, LLC to view The Patriot Event, LLC’s website at americanpatriotevent.com/jr-american-rodeo (the “Patriot

Website"). Shockingly, The Patriot Event, LLC continues to market its youth rodeo events with the intention and in a manner designed to promote the "Jr American" in association with and apart of "The American Rodeo." On The Patriot Event, LLC's Facebook page for the "Junior American Rodeo," it boasts that the Jr American is "*The World's richest youth rodeo in Americas premier cowboy city - Fort Worth, Texas!*," a striking similarity to the "The American Rodeo's" promotion as the "*world's richest weekend in Western Sports.*" The Patriot Event, LLC uses the following logos/banners:



True and correct copies of the foregoing screenshot images/print outs from the Patriot Website and The Patriot Event, LLC's 2021 Facebook page, which have been

obtained from the Patriot Website and The Patriot Event, LLC's Facebook page, as well as The Patriot Event, LLC's recent press releases, are attached hereto as Exhibit "K" and "L", respectively, and incorporated herein by reference.

21. On or about January 28, 2021, I, as representative and general counsel for, and on behalf of, RFD-TV Events, LLC and "The American Rodeo," conversed with two (2) of The Patriot Event, LLC's representatives, Kevin and Andrea, regarding Patriot Event, LLC's continued marketing of its youth rodeo events in a manner designed to promote the "Jr American" in association with and apart of "The American Rodeo," and, in connection therewith, its continuing use of RFD-TV Events, LLC's Trademarks, "Junior American", "JR AMERICAN," and/or its variants (and associated logos), beyond and despite the expiration of the Agreement and the termination of licensing rights thereunder. Defendant failed to cease its actions.
22. Accordingly, on February 3, 2021, I sent to The Patriot Event, LLC, *inter alia*, that certain **Cease and Desist Letter**, therein seeking The Patriot Event, LLC's assurances that it shall immediately cease and desist marketing its youth rodeo events in a manner designed to promote the "Jr American" in association with and a part of "The American Rodeo," and, in connection therewith, cease and desist its continuing use of RFD-TV Events, LLC's Trademarks, including "Junior American", "JR AMERICAN," and/or its variants (and associated logos). These discussions are reflected in the various e-mails exchanged on February 3, 2021, by and between various representatives and/or agents acting on behalf of RFD-TV Events, LLC and "The American Rodeo" (including myself), on the one hand, and various representatives and/or agents acting on behalf of The Patriot Event, LLC, on the other hand (the "February 3, 2021 E-mails"). True and correct copies of the February 3, 2021 E-mails are attached hereto as Exhibit "M", and incorporated herein by reference. A true and correct copy of my Cease and Desist Letter is attached hereto as Exhibit "N", and incorporated herein by reference. Again, The Patriot Event, LLC failed to respond and failed to cease its unlawful actions.
23. Despite RFD-TV Events, LLC's performance of its contractual obligations under the terms of the Agreement, The Patriot Event, LLC committed numerous acts and/or omissions in violation of the Agreement. For example, The Patriot Event, LLC, as discussed, *supra*, used and is currently using the names "Junior American", "JR AMERICAN," and/or its variants and associated logos in relation to, in advertising and in promotional material for events that other than the Licensed Events; and The Patriot Event, LLC failed to give notice to RFD-TV Events, LLC of Defendant's "infringements or suspected or threatened infringements, imitations, illegal use or misuse of the Trademark." The Patriot Event, LLC is continuing to use the names "Junior American", "JR AMERICAN," and/or its variants and associated logos, beyond and despite the expiration of the Agreement and the termination of the licensing rights thereunder, and has gone so far as to specifically reference "The American Rodeo" (*see Exhibit "K"*) on its website; these acts serve their intended purpose to unlawfully capitalize upon and utilize "The American Rodeo's" recognized branding, established fan base, and esteemed reputation in the competitive rodeo market place. And, on the date of this Declaration, and which has now necessitated this Declaration being submitted in support of requested injunctive relief, The Patriot Event, LLC is indeed using the names "Junior American",

“JR AMERICAN,” and/or its variants and associated logos in relation to, in advertising and in promotional material for events that other than the Licensed Events. This has and will undoubtedly lead to and cause irreparable brand confusion amongst the public and diminution of brand value. The Patriot Event, LLC is passing off the Jr American rodeo as being associated with and apart of “The American Rodeo,” misleading any reasonable observer to believe that such event has been sanctioned and/or endorsed by or is in co-production with “The American Rodeo.”

24. By the facts demonstrated herein, The Patriot Event, LLC has utilized RFD-TV Events, LLC’s good will with the public to gain a competitive advantage in the market. The Patriot Event, LLC’s practices, as discussed, *supra*, may mislead customers into believing that the Jr American is endorsed by or somehow connected to RFD-TV Events, LLC and “The American Rodeo.” The Patriot Event, LLC is passing off its product, the Jr American, as the product of RFD-TV Events, LLC. The Patriot Event, LLC’s practices are likely to mislead customers into believing that the Jr American emanates from or has been endorsed by RFD-TV Events, LLC, resulting in a likelihood of confusion. The Patriot Event, LLC’s activities have caused and will likely continue to cause confusion or misunderstanding as to the source, sponsorship, or approval of The Patriot Event, LLC’s events and has caused and will likely continue to cause persons to mistakenly believe that The Patriot Event, LLC is affiliated, connected, or associated with RFD-TV Events, LLC.
25. The Patriot Event, LLC’s violations of the Agreement have proximately caused damages to RFD-TV Events, LLC. However, RFD-TV Events, LLC’s damages will be difficult to ascertain, and as such, RFD-TV Events, LLC cannot accurately measure its damages at this time. And, The Patriot Event, LLC’s acts and/or omissions as set forth herein have and will cause imminent and irreparable harm to RFD-TV Events, LLC, for which there is no adequate remedy at law and/or which cannot be adequately addressed by monetary damages alone.
26. RFD-TV Events, LLC is entitled to a temporary restraining order, temporary injunction (during the pendency of this case), and permanent injunction because:
 - (1) RFD-TV Events, LLC is entitled to the relief demanded and all or part of the relief requires the restraint of some act prejudicial to RFD-TV Events, LLC;
 - (2) The Patriot Event, LLC, who shall now be a named Defendant, is performing and about to perform acts relating to the subject of this Litigation, in violation of the rights of RFD-TV Events, LLC and the acts would tend to render the judgment in the litigation ineffectual;
 - (3) RFD-TV Events, LLC is entitled to a writ of injunction under the principles of equity and the statutes of this State relating to injunctions; and
 - (4) Irreparable injury to RFD-TV Events, LLC’s personal and real property rights is threatened, irrespective of any remedy at law.
27. Herein, RFD-TV Events, LLC has demonstrated the following: (1) a probable right of recovery and likelihood of success on the merits; (2) that it will suffer imminent, irreparable harm without Court intervention; and (3) that there is no adequate remedy at law. Therefore, RFD-TV Events, LLC is entitled to a temporary restraining order.

28. RFD-TV Events, LLC seeks injunctive relief in order to preserve the status quo of the parties identified herein – to preserve the last actual peaceable, noncontested status that preceded the controversy the subject of this litigation (specifically, the status that preceded Defendant's continuing use of the names "Junior American", "JR AMERICAN," and/or its variants and associated logos, beyond and despite the expiration of the Agreement and the termination of Trademark licensing rights thereunder, that is, the status which preceded Defendant's material breach of the Agreement, unlawful and unfair competition and misappropriation of RFD-TV Events, LLC's trade name, and wrongful infringement and use of RFD-TV Events, LLC's Trademark the subject of the Agreement). Maintenance of the status quo during the pendency of this suit will not result in any undue harm to Defendant or any other persons.
29. RFD-TV Events, LLC is entitled to the relief demanded and all or part of the relief requires the restraint of some act prejudicial to it. Defendant is performing and will continue to perform acts related to the subject of this litigation, in violation of RFD-TV Events, LLC's rights, and the acts would tend to render any judgment in the litigation ineffectual and insufficient. RFD-TV Events, LLC is entitled to a writ of injunction under the principles of equity and the statutes of this State relating to injunctions. Irreparable injury to RFD-TV Events, LLC and its personal and real property the subject of RFD-TV Events, LLC's Application is continuously threatened, irrespective of any remedy at law. RFD-TV Events, LLC will suffer imminent, irreparable harm without Court intervention. As demonstrated herein, the harm to RFD-TV Events, LLC is imminent and irreparable:
 - Defendant has and continues to utilize RFD-TV Events, LLC's good will with the public to gain a competitive advantage in the market.
 - Defendant's continuing use of the names "Junior American", "JR AMERICAN," and/or its variants and associated logos, beyond and despite the expiration of the Agreement and the termination of licensing rights thereunder, and then going so far as to specifically reference "The American Rodeo" on its website, serves its intended purpose to wrongfully capitalize upon and utilize "The American Rodeo's" recognized branding, established fan base, and esteemed reputation in the competitive rodeo market place, will undoubtedly lead to and cause irreparable brand confusion amongst the public and diminution and dilution of RFD-TV Events, LLC's brand value.
 - Defendant is passing off the Jr American rodeo as being associated with and apart of "The American Rodeo," misleading any reasonable observer to believe that such event has been sanctioned and/or endorsed by or is in co-production with "The American Rodeo."
 - There is a significant likelihood of confusion between The American Rodeo and Defendant's use of the "Junior American Rodeo" or "Jr American Rodeo."
 - Defendant's acts and/or omissions have caused and will likely continue to cause confusion or misunderstanding as to the source, sponsorship, or

approval of Defendant's goods and has caused and will likely continue to cause persons to mistakenly believe that Defendant is affiliated, connected, or associated with RFD-TV Events, LLC.

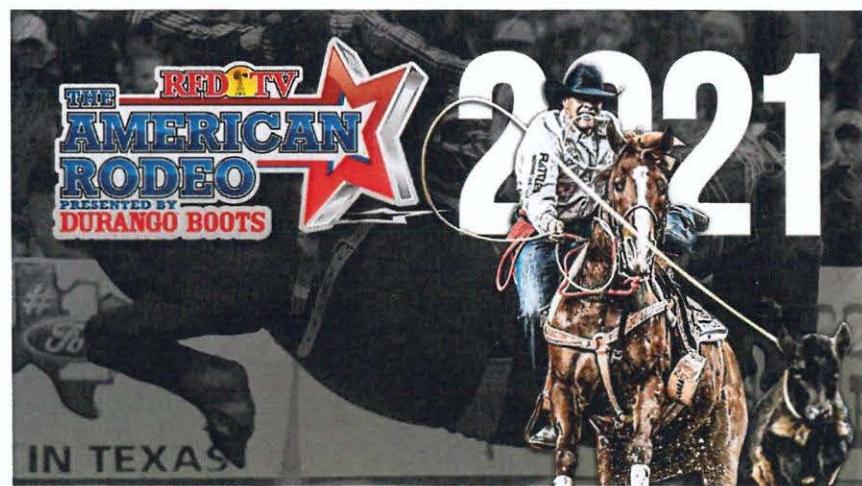
- The likelihood of confusion will cause irreparable injury to RFD-TV Events, LLC for which there is no adequate remedy at law.
30. In conclusion, unless Defendant is ordered to immediately undertake those acts and is temporarily and immediately restrained and enjoined as delineated and requested herein below, RFD-TV Events, LLC will continue to suffer imminent, irreparable harm, for which there is no adequate remedy at law.
31. Therefore, RFD-TV Events, LLC respectfully requests the Court to dispense with issuance of a bond and order that Defendant be temporarily and immediately restrained, without hearing, and after notice and hearing, be temporarily enjoined, pending further order of this Court, as follows: **Defendant be ordered to immediately cease and desist from using, including on its social media sites, on its webpage, and/or in any other promotional or marketing materials, the term "Junior American", "Jr American," and/or any other variant thereto or any name confusingly similar thereto, in any form, including as a trademark, logo, banner, service mark, or trade name in connection with any youth rodeo event and any other event owned, produced, hosted, or sponsored by Defendant.**

Executed in the State of Nebraska, on this 26th day of February, 2021.



Gatsby Solheim

Exhibit A



About RFD-TV's The American

RFD-TV's The American is an annual event that occurs each year at the Dallas Cowboys' AT&T Stadium in Arlington, Texas. The American is now "the world's richest weekend in Western Sports" and will pay out \$2.35 million through a series of qualifiers, the Semifinals, and the final event, RFD-TV's The American.

The Top 10 from the previous year's final PRCA standings automatically qualify for the next year's American and they are pitted against underdogs who advance from The American Semifinals to battle for the biggest single paycheck of their lives.

This year, The American Rodeo will take place March 6 and 7, with the Semi-Finals beginning on Feb. 25. (Event Schedule available [HERE](https://www.americanrodeo.com/story/43147767/schedule-of-events) (<https://www.americanrodeo.com/story/43147767/schedule-of-events>)).

AT&T STADIUM INFORMATION

1. All fans and stadium employees will be required to wear a mask at all times (including stadium parking lots), the only exception will be when you are eating or drinking or if under ten years of age.
2. Fans must not come to AT&T Stadium if they are have COVID-19 , COVID-19 symptoms or know they've been exposed to COVID-19. Take your temperature before departing for AT&T Stadium. If you are feeling sick, stay at home.

(<https://www.americanrodeo.com/story/43180533/safe-stadium-guidelines-to-prevent-the-spread-of-covid19>)

3. Fans are required to practice social distancing inside and outside of AT&T Stadium, including parking lots, entry queues and seating.
MARCH 6-7, 2021

AT&T STADIUM ARLINGTON, TX

4. To limit the number of touchpoints between staff and fans on game day, all food, beverage, parking, and retail will become a cashless experience. Major credit and debit cards, as well as mobile pay will be accepted throughout AT&T Stadium.



(/)

5. Staff at concession stands, catering spaces, and all bars will be trained on CDC recommended guidelines, wearing personal protective equipment, following enhanced handwashing procedures and maintaining cleaning and sanitization protocols of food and beverage contact surfaces. All food

© 2021 American Rodeo, Inc. All rights reserved. The American is a registered trademark of American Rodeo, Inc.

The American semifinals are held at Cowtown Coliseum in the Historic Fort Worth Stockyards. Approximately 700 contests compete over four days for the chance to advance to THE AMERICAN and to compete for the \$1,000,000 side pot. In addition to the competition inside Cowtown Coliseum, fans will be able to enjoy the FanZone in the Historic Fort Worth Stockyards. While there, they can attend concerts, watch demonstrations, enjoy food trucks and much more.

THE SIDE POT

THE American invites the top rodeo athletes in seven events from the PRCA to compete for a \$2.35 million purse in the home of the Dallas Cowboys. Anyone can qualify via the Semifinals. Any contestant who advances from the semis to The American and wins the entire rodeo will split a bonus of \$1 million with their fellow cowboys and cowgirls who qualify through the semifinals. Last year, Shad Mayfield (tie-down roping) and Wyatt Casper (saddle bronc riding) each took home an additional \$500,000.

HOW TO QUALIFY FOR THE AMERICAN

There are three ways to qualify for competition in THE AMERICAN:

1. The top contestants in the world receive invitations.
2. A handful of exemptions are also offered to the brightest stars in the sport.
3. Hopeful contestants can pay an entry fee to compete at "qualifiers" throughout the year sanctioned by PRCA, Better Barrel Races and Ultimate Calf Roping. In past years, nearly 4,000 entries competed at 70 qualifying events to make The American Semifinals. Typically, the 700 athletes who qualify for the semifinals are competing for about 40 spots total in The American.

THE SEMIFINALS

THE AMERICAN Semi-Finals are held at Cowtown Coliseum in the Historic Fort Worth Stockyards.

Approximately 700 contests compete over four days for the chance to advance to THE AMERICAN and to compete for the \$1,000,000 side pot.

THE STOCK

Rodeo and bucking bull companies from across the country bring some of their best animal athletes to test the skills of the bareback, saddle bronc and bull riders.

PAST CHAMPIONS OF THE AMERICAN

Check out [this list](https://www.americanrodeo.com/story/43180684/past-champions-of-rfdtv-the-american) (<https://www.americanrodeo.com/story/43180684/past-champions-of-rfdtv-the-american>) of all the past champions of The American Rodeo, since its inaugural year of 2014.

Contact Us:

Email: vip@thecowboychannel.com ([mailto:vip@thecowboychannel.com?
subject=THE%20AMERICAN&body=](mailto:vip@thecowboychannel.com?subject=THE%20AMERICAN&body=))

Phone: (402) 289-2085

1 Comment

Sort by



Add a comment...



Debbie Vaughan

Please turn music off during the roping slack, can not hear the announcer. Lots of back ground noise.
Will be watching all day. Thank you!

Like · Reply · 1d

Facebook Comments Plugin

TRENDING STORIES



WHEN AND WHERE TO WATCH ALL OF THE AMERICAN RODEO ACTION AND LIVE RODEO PROGRAMMING

(<https://www.americanrodeo.com/story/43405118/when-and-where-to-watch-all-of-the-american-rodeo-action-and-live-rodeo-programming>)

SAN ANTONIO STOCK SHOW AND RODEO: BRACKET 5 RECAP, HIGHLIGHTS AND PAYOUTS

(<https://www.americanrodeo.com/story/43411313/sanantonio-stock-show-and-rodeo-bracket-5-recap-highlights-and-payouts>)

FACTS ABOUT THE SEMI-FINALS OF RFD-TV'S THE AMERICAN

(<https://www.americanrodeo.com/story/43411948/facts-about-the-semifinals-of-rfdtvsthe-american>)



LATEST NEWS



CHEYENNE WIMBERLEY ON RACING IN TIGHT SETUPS AND MAKING SURE YOU HAVE THE RIGHT HORSE

(<https://www.americanrodeo.com/story/43412156/cheyenne-wimberley-on-racing-in-tight-setups-and-making-sure-you-have-the-right-horse>)

TIE-DOWN ROPING SLACK RESULTS: WHO'S MOVING ON TO THE AMERICAN RODEO SEMI-FINALS

(<https://www.americanrodeo.com/story/43414142/tiedown-roping-slack-results-whos-moving-on-to-the-american-rodeo-semifinals>)

FACTS ABOUT THE SEMI-FINALS OF RFD-TV'S THE AMERICAN

(<https://www.americanrodeo.com/story/43411948/facts-about-the-semifinals-of-rfdtvsthe-american>)





(<https://www.americanrodeo.com/story/43411778/fort-worth->

RELIVE THE BULL RIDING AT 2014 AMERICAN RODEO

(<https://www.americanrodeo.com/story/43403034/relive-the-bull-riding-at-2014-american-rodeo>)



Exhibit B

Safe Stadium Guidelines to Prevent the Spread of COVID-19

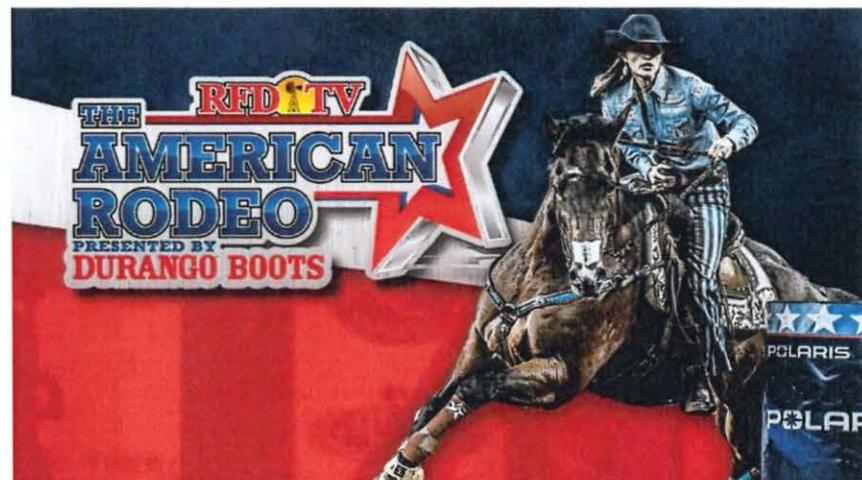
MARCH 6-7, 2021

AT&T STADIUM ARLINGTON, TX



(Courtesy of RED TV (The American) TV network)

(/)



Schedule of Events

Below is the Schedule of Events for The American Semi-Finals and The American.

NOTE: All times are Central Time (CT).

Thursday, February 25th 2021

9 AM - TIE DOWN ROPING SLACK ROUND 1 & 2**([HTTPS://TICKETS.STOCKYARDSRODEO.COM/EVENTS/THE-AMERICAN-SEMI-FINALS/1013759](https://tickets.stockyardsrodeo.com/events/the-american-semi-finals/1013759))**

COWTOWN COLISEUM - 121 E EXCHANGE AVE, FORT WORTH, TX 76164

10 AM-6 PM - THE AMERICAN TAILGATE PARTY

THE COWBOY CHANNEL LAWN - 103 E. EXCHANGE AVE, FORT WORTH, TX 76164

10 AM-6 PM - COWTOWN MARKETPLACE IN THE STOCKYARDS

THE FORT WORTH STOCKYARDS - 131 E EXCHANGE AVE. FORT WORTH, TX 76164

Friday, February 26th 2021:

9 AM - BREAKAWAY SLACK ROUND 1([HTTPS://TICKETS.STOCKYARDSRODEO.COM/EVENTS/THE-AMERICAN-SEMI-FINALS/1013760](https://tickets.stockyardsrodeo.com/events/the-american-semi-finals/1013760))

COWTOWN COLISEUM - 121 E EXCHANGE AVE, FORT WORTH, TX 76164

10 AM-6 PM -THE AMERICAN TAILGATE PARTY

THE COWBOY CHANNEL LAWN - 103 E. EXCHANGE AVE, FORT WORTH, TX 76164

10 AM-6 PM - COWTOWN MARKETPLACE IN THE STOCKYARDS

THE FORT WORTH STOCKYARDS - 131 E EXCHANGE AVE. FORT WORTH, TX 76164

Saturday, February 27th 2021

8 AM - BREAKAWAY SLACK ROUND 2([HTTPS://TICKETS.STOCKYARDSRODEO.COM/EVENTS/THE-AMERICAN-SEMI-FINALS/1013761](https://tickets.stockyardsrodeo.com/events/the-american-semi-finals/1013761))

COWTOWN COLISEUM - 121 E EXCHANGE AVE, FORT WORTH, TX 76164

10 AM–6 PM -THE AMERICAN TAILGATE PARTY

THE COWBOY CHANNEL LAWN - 103 E. EXCHANGE AVE, FORT WORTH, TX 76164

10 AM–6 PM - COWTOWN MARKETPLACE IN THE STOCKYARDS

THE FORT WORTH STOCKYARDS - 131 E EXCHANGE AVE. FORT WORTH, TX 76164

Sunday, February 28th 2021

9 AM - TEAM ROPING SLACK ROUND 1 & 2

([HTTPS://TICKETS.STOCKYARDSRODEO.COM/EVENTS/THE-AMERICAN-SEMI-FINALS/1013762](https://tickets.stockyardsrodeo.com/events/the-american-semi-finals/1013762))

COWTOWN COLISEUM - 121 E EXCHANGE AVE, FORT WORTH, TX 76164

10 AM–6 PM -THE AMERICAN TAILGATE PARTY

THE COWBOY CHANNEL LAWN - 103 E. EXCHANGE AVE, FORT WORTH, TX 76164

10 AM–6 PM - COWTOWN MARKETPLACE IN THE STOCKYARDS

THE FORT WORTH STOCKYARDS - 131 E EXCHANGE AVE. FORT WORTH, TX 76164

3 PM - BARREL OPEN ARENA

COWTOWN COLISEUM - 121 E EXCHANGE AVE, FORT WORTH, TX 76164

Monday, March 1st 2021

9 AM - BARRELS LONG GO ([HTTPS://TICKETS.STOCKYARDSRODEO.COM/EVENTS/THE-AMERICAN-SEMI-FINALS/1013763](https://tickets.stockyardsrodeo.com/events/the-american-semi-finals/1013763))

COWTOWN COLISEUM - 121 E EXCHANGE AVE, FORT WORTH, TX 76164

10 AM-6 PM -THE AMERICAN TAILGATE PARTY

THE COWBOY CHANNEL LAWN - 103 E. EXCHANGE AVE, FORT WORTH, TX 76164

10 AM-6 PM - COWTOWN MARKETPLACE IN THE STOCKYARDS

THE FORT WORTH STOCKYARDS - 131 E EXCHANGE AVE. FORT WORTH, TX 76164

10 AM -STEER WRESTLING ROUNDS 1-2

1017 ARENA 8901 US-67 ALVARADO, TEXAS

Tuesday, March 2nd 2021

9 AM - BARREL BUYBACK ([HTTPS://TICKETS.STOCKYARDSRODEO.COM/EVENTS/THE-AMERICAN-SEMI-FINALS/1013764](https://tickets.stockyardsrodeo.com/events/the-american-semi-finals/1013764))

COWTOWN COLISEUM - 121 E EXCHANGE AVE, FORT WORTH, TX 76164

10 AM-6 PM -THE AMERICAN TAILGATE PARTY

THE COWBOY CHANNEL LAWN - 103 E. EXCHANGE AVE, FORT WORTH, TX 76164

10 AM-6 PM - COWTOWN MARKETPLACE IN THE STOCKYARDS

THE FORT WORTH STOCKYARDS - 131 E EXCHANGE AVE. FORT WORTH, TX 76164

3 PM - ROUGH STOCK SLACK ([HTTPS://TICKETS.STOCKYARDSRODEO.COM/EVENTS/THE-AMERICAN-SEMI-FINALS/1013764](https://tickets.stockyardsrodeo.com/events/the-american-semi-finals/1013764))

COWTOWN COLISEUM - 121 E EXCHANGE AVE, FORT WORTH, TX 76164

Wednesday, March 3, 2021

10 AM–6 PM -THE AMERICAN TAILGATE PARTY

THE COWBOY CHANNEL LAWN - 103 E. EXCHANGE AVE, FORT WORTH, TX 76164

10 AM–6 PM - COWTOWN MARKETPLACE IN THE STOCKYARDS

THE FORT WORTH STOCKYARDS - 131 E EXCHANGE AVE. FORT WORTH, TX 76164

2 PM–3 PM - THE AMERICAN RODEO CONTESTANT AUTOGRAPH SESSIONS

THE COWBOY CHANNEL LAWN - 103 E. EXCHANGE AVE, FORT WORTH, TX 76164

6 PM - SEMI FINALS PERFORMANCE 1([HTTPS://TICKETS.STOCKYARDSRODEO.COM/EVENTS/THE-AMERICAN-SEMI-FINALS/1013766](https://tickets.stockyardsrodeo.com/events/the-american-semi-finals/1013766))

COWTOWN COLISEUM - 121 E EXCHANGE AVE, FORT WORTH, TX 76164

Thursday, March 4th, 2021

10 AM–6 PM -THE AMERICAN TAILGATE PARTY

THE COWBOY CHANNEL LAWN - 103 E. EXCHANGE AVE, FORT WORTH, TX 76164

10 AM–6 PM - COWTOWN MARKETPLACE IN THE STOCKYARDS

THE FORT WORTH STOCKYARDS - 131 E EXCHANGE AVE. FORT WORTH, TX 76164

2 PM–3 PM - THE AMERICAN RODEO CONTESTANT AUTOGRAPH SESSION

THE COWBOY CHANNEL LAWN - 103 E. EXCHANGE AVE, FORT WORTH, TX 76164

Case 4:21-cv-00458-O Document 1-5 Filed 03/26/21 Page 50 of 124 PageID 59
6 PM - SEMI FINALS PERFORMANCE 2 ([HTTPS://TICKETS.STOCKYARDSRODEO.COM/EVENTS/THE-AMERICAN-SEMI-FINALS/1013767](https://tickets.stockyardsrodeo.com/events/the-american-semi-finals/1013767))

COWTOWN COLISEUM - 121 E EXCHANGE AVE, FORT WORTH, TX 76164

Friday, March 5th, 2021

10 AM–6 PM -THE AMERICAN TAILGATE PARTY

THE COWBOY CHANNEL LAWN - 103 E. EXCHANGE AVE, FORT WORTH, TX 76164

10 AM–6 PM - COWTOWN MARKETPLACE IN THE STOCKYARDS

THE FORT WORTH STOCKYARDS - 131 E EXCHANGE AVE. FORT WORTH, TX 76164

2 PM–3 PM - THE AMERICAN RODEO CONTESTANT AUTOGRAPH SESSION

THE COWBOY CHANNEL LAWN - 103 E. EXCHANGE AVE, FORT WORTH, TX 76164

6 PM - SEMI FINALS PERFORMANCE 3 ([HTTPS://TICKETS.STOCKYARDSRODEO.COM/EVENTS/THE-AMERICAN-SEMI-FINALS/1013768](https://tickets.stockyardsrodeo.com/events/the-american-semi-finals/1013768))

COWTOWN COLISEUM - 121 E EXCHANGE AVE, FORT WORTH, TX 76164

Saturday, March 6, 2021

10 AM–6 PM -THE AMERICAN TAILGATE PARTY

THE COWBOY CHANNEL LAWN - 103 E. EXCHANGE AVE, FORT WORTH, TX 76164

10 AM–6 PM - COWTOWN MARKETPLACE IN THE STOCKYARDS

THE FORT WORTH STOCKYARDS - 131 E EXCHANGE AVE. FORT WORTH, TX 76164

6:30 PM - THE AMERICAN LONG GO PERFORMANCE ([HTTPS://SEATGEEK.COM/THE-AMERICAN-RODEO-1-TICKETS](https://seatgeek.com/the-american-rodeo-1-tickets))

AT&T STADIUM, ARLINGTON, TX - 1 AT&T WAY, ARLINGTON, TX 76011

Sunday, March 7, 2021

10 AM–6 PM - THE AMERICAN TAILGATE PARTY

THE COWBOY CHANNEL LAWN - 103 E. EXCHANGE AVE, FORT WORTH, TX 76164

10 AM–6 PM - COWTOWN MARKETPLACE IN THE STOCKYARDS

THE FORT WORTH STOCKYARDS - 131 E EXCHANGE AVE. FORT WORTH, TX 76164

2 PM - THE AMERICAN SHOOT OUT PERFORMANCE ([HTTPS://SEATGEEK.COM/THE-AMERICAN-RODEO-1-TICKETS](https://seatgeek.com/the-american-rodeo-1-tickets))

AT&T STADIUM, ARLINGTON, TX - 1 AT&T WAY, ARLINGTON, TX 76011

A detailed Semi Finals/Slack schedule is available [HERE](#)

(<https://THEAMERICAN.images.worldnow.com/library/a3952f62-1c11-486c-a1d0-20bb7e587def.pdf>).

1 Comment

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Add a comment...

**Rita Rani**Watch Here:: <https://theamericanrodeolivestream.com/>Watch Here:: <https://theamericanrodeolivestream.com/>

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TRENDING STORIES



WHEN AND WHERE TO WATCH ALL OF THE AMERICAN RODEO ACTION AND LIVE RODEO PROGRAMMING

(<https://www.americanrodeo.com/story/43405118/when-and-where-to-watch-all-of-the-american-rodeo-action-and-live-rodeo-programming>)

SAN ANTONIO STOCK SHOW AND RODEO: BRACKET 5 RECAP, HIGHLIGHTS AND PAYOUTS

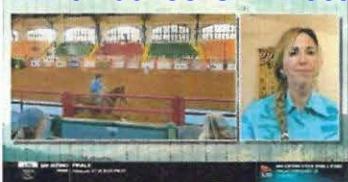
(<https://www.americanrodeo.com/story/43411313/sanantonio-stock-show-and-rodeo-bracket-5-recap-highlights-and-payouts>)

FACTS ABOUT THE SEMI-FINALS OF RFD-TV'S THE AMERICAN

(<https://www.americanrodeo.com/story/43411948/facts-about-the-semifinals-of-rfdtvsthe-american>)



LATEST NEWS



CHEYENNE WIMBERLEY ON RACING IN TIGHT SETUPS AND MAKING SURE YOU HAVE THE RIGHT HORSE

(<https://www.americanrodeo.com/story/43412156/cheyenne-wimberley-on-racing-in-tight-setups-and-making-sure-you-have-the-right-horse>)



TIE-DOWN ROPING SLACK RESULTS: WHO'S MOVING ON TO THE AMERICAN RODEO SEMI-FINALS

(<https://www.americanrodeo.com/story/43414142/tiedown-roping-slack-results-whos-moving-on-to-the-american-rodeo-semifinals>)



FACTS ABOUT THE SEMI-FINALS OF RFD-TV'S THE AMERICAN

(<https://www.americanrodeo.com/story/43411948/facts-about-the-semifinals-of-rfdtv's-the-american>)



FORT WORTH STOCKYARDS PREPARING FOR RFD-TV'S THE AMERICAN

(<https://www.americanrodeo.com/story/43411778/fort-worth-stocks-preparing-for-rfdtv's-the-american>)

RELIVE THE BULL RIDING AT 2014 AMERICAN RODEO

(<https://www.americanrodeo.com/story/43403034/relive-the-bull-riding-at-2014-american-rodeo>)



Exhibit C

To: Randy@Majorbob.com[Randy@Majorbob.com]
Cc: Riley Lambert[Riley@rfdtv.com]; Keith Ferguson[keith@dkfsports.com]
From: Kevin and Andrea Hall
Sent: Thur 1/4/2018 5:04:26 PM
Subject: Re: Contact

Hi Guys,

I understand we need it to be huge so we can profit from it, it is our plan too manage it to keep from burdening you with it.

The reason we are disappointed is because we know the impact of letting 6 teams in the American could have on our industry, its a true game changer. I do agree we could blow it out much bigger next year but that needs to start now... if we wait it'll be to late again.... We can meet Monday or tues on the Jr American but our commercials need to be running in the next week or so or the impact will be to late. Can they build them and start them asap?

We can impact this industry bigger than its ever seen. Let's make things happen!

On Thu, Jan 4, 2018 at 10:48 AM, Randy Bernard <randy@majorbob.com> wrote:

Kevin,

We just need it to be huge and make money for both of us or why are we both putting the effort into it.



Randy Bernard

1111 17th Ave S

Nashville, TN 37212

719-330-9800

randy@majorbob.com

From: Riley Lambert [mailto:Riley@rfdtv.com]
Sent: Thursday, January 4, 2018 10:47 AM

To: Kevin and Andrea Hall <americanpatriotevent@gmail.com>
Cc: Keith Ferguson <keith@dkfsports.com>; Randy@Majorbob.com
Subject: Re: Contact

Sorry you're disappointed. Keith has taken over the contract editing from Steve since he has been preoccupied with the everyday struggles of being the CFO of a national television network.

As far as the JR American goes. Let's get a call scheduled with Brittany for you, myself, Keith and Randy for next week. Get something set in stone for the future so that if we are moving forward you can meet your end of the month deadline.

I will get a time set with Brittany and let everyone know.

Thanks

Riley Lambert

Rodeo Manager

RFDTVs The American

On Jan 4, 2018, at 9:46 AM, Kevin and Andrea Hall <americanpatriotevent@gmail.com> wrote:

Good Morning,

Well shoot, we were hoping to move forward this year, we've spent a lot of time working to make this deal happen... Disappointed to say the least.

Either way we need to reach agreements so we can move forward next month as planned, usually we have a contract in place and are running commercials on your programs by now, it is part of our tradeout?

The reason we wanted to run it this year is to recoup the cost of the American semis arena and facility costs...

We plan to announce the Jr American the last week of this month so we can use this year as the first qualifier.

We have a huge amount of events the next 2 months (including our ropings, Monster truck & Supercross shows) leading up to the American.

I also have a lot pending on the American ropings for next year, do i need to move forward with these facilities, this needs to be adressed now or we will miss the boat... The qualifiying Team ropings left to many teams out this year... We can improve this for the American and the ropers.

What do I need to do to get this contract finalized this week? I will be hard pressed to spend much time on this soon.

With the changes in the USTRC and World Series this is the right time to move forward, but, if we continue to drag our feet it will be to late...

Kevin

On Wed, Jan 3, 2018 at 9:12 PM, Riley Lambert <Riley@rfdtv.com> wrote:

Kevin,

I spoke with Randy about the deadline and what he wanted to do and his response was that he felt we needed to wait until next years American to lower the risk level and make sure that all of the financials were in line for both of us to be able to put on a good show and make some money. I agree with Randy on waiting. It gives us a greater chance of success in the long run and let's us introduce it with enough time to get the right level of participation (same as my thoughts with the JR American).

Just wanted to make sure you had an answer before your deadlines. We can make this really big in 2018-19.

Thanks

Riley Lambert

Rodeo Manager

RFDTVs The American

On Jan 3, 2018, at 3:43 PM, Kevin and Andrea Hall <americanpatriotevent@gmail.com> wrote:

Perfect, if there's anyway you could at least send confirmation that we can run the #11 I will try and get the ads done tonight? It can be email form until we finalize the contracts???

Sent from my iPhone

On Jan 3, 2018, at 3:28 PM, Keith Ferguson <keith@dkfsports.com> wrote:

Kevin,

Thank you for this email. It clarifies our conversation. I am following up with Randy and Riley to get your answers.

I will get back to you.

Keith Ferguson

CEO

DKF Sports & Entertainment

PO Box 697 | Colorado Springs CO | 80901-0697

Mobile: [+1.719.330.2953](tel:+17193302953) | Email: keith@dkfsports.com

From: Kevin Hall <kevin@americanpatriotevent.com>

Sent: Wednesday, January 3, 2018 1:09:04 PM

To: Donald Ferguson; Riley Lambert; Randy Bernard; Kevin and Andrea Hall

Subject: Re: Contact

Hi Keith,

We are working on a deadline here.....

First, I need to do a contract for the finale, but would like to include the info for the 2018 season with it, which would name us as the sanctioning body for the American Team Roping. I have multiple facilities wanting to finalize contracts and

deposits....

Need to do contract similar to last year. How many stalls do you need? Need to include us providing your space and some help to run the Team Roping Slack.

In order to help with the costs of our staff and facility costs, we want to include our "**American 11**" event where we run up to a maximum 150 teams (300 ropers) on sat night, we will narrow down to the top 6 teams at the Patriot and bring the top 6 teams to the American for a 1 head roping. I will personally guarantee \$50,000 to the winning team on the floor of AT&T. It will take less than 5 minutes and Randy had said he wanted to run them just before the final 4 American open teams. I have spoken directly with Randy and Riley and both said to move forward with it but i'm hesitant to advertise until I have an agreement in writing. The objective is to allow our mass numbers of participants to feel a sense of ownership in the American, stimulating ticket sales.... These higher dollar ropers will all believe they can make it and buy tickets for every friend and family member they have! I have spoken to several sponsors and have 2 interested in helping cover the risks of this event. Riley had me run them by Sean Cassidy and Sean said there was no conflict with the sponsors wanting to be involved.

Contract needs to state that the Young Guns World Championships will be exempted into the American Semi Finals again.

AMERICAN 11

We will open the entries to the first 100 entered teams at \$750 per roper, enter 1x (this allows us to bring as many as we can to help ticket sales).

The top 15 in each Patriot roping (11,10,9) will receive direct invites.

Winning Patriot teams will receive a free roll into the American 11.

In order to include all amateur level ropers it will be an 11 handicap roping, #10 teams receive 1 sec off, #9 - 2 sec off, #8 - 3 sec off.

It will be capped at a 6E roper, this will allow a bold line for amateur ropers. Anyone higher should be trying to qualify into the American. min 21 yrs old (20 & under will be the JR American)

We will need just enough time to run our 6 runs, utilizing the same personnel and setup as in place already, approx 5 minutes or less.

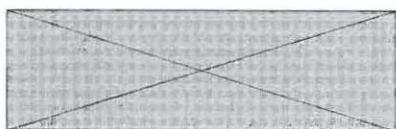
In addition we have proposed an idea to run the 2019 JR American in conjunction with the American. We will assume the risks, manage and run the qualifiers all year and have made agreements with the sanctioning bodies to run seamlessly with the American qualifiers, i.e., BBR, Future Stars, Patriot... IT will be an easy transition for us since we already have the Young guns World Championships in place. I believe we can, dramatically, increase the participation in the Metro area and hold everyone over for the Rodeo. We will guarantee \$100,000 payout. The JR American would financially give back a percentage into the American \$1mil pot if our champions would advance directly to Sundays American. Randy seemed to really like this idea and said to move forward quickly to start a stir leading into this years American. I am willing to fly to Nashville if need be in the next week?

Let me know what we can do to get this on our agreement.

Kevin

On Wed, Jan 3, 2018 at 11:16 AM, Donald Ferguson <keith@dkfsports.com> wrote:

Keith Ferguson
CEO
DKF International Sports & Entertainment
“We Produce World Class Events”
Email: keith@dkfsports.com
+1.719.330.2953

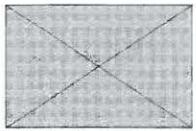


Kevin Hall
417-547-3406
www.americanpatriotevent.com



Kevin & Andrea Hall
Patriot Founder/Marketing Director
417-547-3406
417-894-7353
www.americanpatriotevent.com

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Kevin & Andrea Hall
Patriot Founder/Marketing Director
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Exhibit D

**TRADEMARK LICENSE AND OPERATING AGREEMENT
JUNIOR AMERICAN RODEO**

This Trademark License and Operating Agreement (the "Agreement") is entered into effective as of September ___, 2018 (the "Effective Date") by and between **RFD-TV EVENTS, LLC**, a Nebraska limited liability company ("RFD-TV Events"), and **The Patriot Event, LLC**, a Missouri limited liability company ("Patriot").

RECITALS:

- A. WHEREAS, RFD-TV Events is a media and production company, and the sole and exclusive owner and producer of "THE AMERICAN" professional rodeo tour, including the trademark "The American Rodeo" and all associated properties (the "Trademark").
- B. WHEREAS, Patriot is a multi-equine production company that produces team roping, calf roping, barrel racing and mounted shooting events for all ages.
- C. WHEREAS, based on the success of THE AMERICAN, Patriot desires to use the Trademark in connection with the Licensed Events and services related thereto, as described herein, and RFD-TV Events is willing to authorize Patriot's use subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, RFD-TV Events and Patriot agree as follows:

1. LICENSED EVENTS

Upon the terms and conditions set forth herein, RFD-TV Events grants Patriot and Patriot hereby accepts, for the term of their License, the limited right to utilize the Trademark as part of its youth rodeo event name, namely: The Junior American Rodeo (each youth rodeo competition sanctioned and produced by Patriot to occur during the Term of this Agreement as a part of The Junior American Rodeo, and any events occurring during the Term of this Agreement serving as qualifiers for The Junior American Rodeo (the "Qualifying Events"), shall be referred to collectively as the "Licensed Events").

2. GRANT OF TRADEMARK LICENSE

- A. **Grant of License.** Upon the terms and conditions set forth herein, RFD-TV Events hereby grants Patriot and Patriot hereby accepts, for the term of this Agreement the limited right to utilize the Trademark only on and in connection with the Licensed Events and related services, including merchandise, and only so long as the Licensed Events comply with the terms and conditions specified herein.
- B. **License Fee.** Patriot agrees to pay RFD-TV Events a royalty equal to twenty-five percent (25%) of all entry fees paid by participants of the Licensed Events (the "License Fee"). Within ten (10) days following each Licensed Event, Patriot will provide an accounting to RFD-TV Events describing in reasonable detail all entry fees received by Patriot at the Licensed Event and forward payment of the License Fee from such Licensed Event to RFD-TV Events. RFD-TV

Events shall have the right to audit Patriot's books and records as they relate to the subject matter hereof.

- C. **Term.** Unless sooner terminated as provided in Section 8, this Agreement shall begin on the Effective Date and end after the completion of THE AMERICAN Finals on March 3, 2018. At least thirty (30) days but no more than one hundred eighty (180) days prior to expiration of this Agreement, Patriot may request in writing renewal of this Agreement.
- D. **Right of First Refusal.** So long as RFD-TV Events is willing to grant a license for the years 2019 and 2020 to utilize the Trademark in connection with the Licensed Events, RFD-TV Events agrees to grant Patriot a right of first refusal to license the Trademark in connection with the Licensed Events.

3. **DUTIES**

A. RFD-TV Events will be responsible for the following:

- i. Prior to the first Qualifying Event, RFD-TV Events shall provide to Patriot a photograph and publicity consent and release form (the "Publicity Consent Form") to be completed by all participants, the participants' parents, officials, staff, volunteers, and any person having any interest in any element of the Licensed Events.
- ii. RFD-TV Events shall include the Patriot logo on pre-event marketing and promotional print and broadcasting materials for THE AMERICAN, in any and all instances where any other sanctioning body for THE AMERICAN is recognized.
- iii. RFD-TV Events shall permit the top two (2) JUNIOR AMERICAN Champions in each event to compete at the Finals of THE AMERICAN Semi-Finals on Friday, March 1, 2018. In the event a JUNIOR AMERICAN Champion advances from THE AMERICAN Semi-Finals to THE AMERICAN Finals, such JUNIOR AMERICAN Champion will be eligible to compete at THE AMERICAN FINALS for the \$1 Million side pot.
- iv. RFD-TV Events shall provide three (3) tickets to THE AMERICAN to each JUNIOR AMERICAN Champion at no cost to the JUNIOR AMERICAN Champion.
- v. RFD-TV Events shall permit each JUNIOR AMERICAN Champion who did not advance from THE AMERICAN Semi-Finals to perform at THE AMERICAN Finals as an exhibition.
- vi. RFD-TV Events shall be responsible for presenting gold buckles to JUNIOR AMERICAN Champions on THE AMERICAN stage on March 2, 2018 or March 3, 2018. Patriot shall provide the Gold Buckles to RFD-TV Events, and RFD-TV Events shall reimburse Patriot up to Two Thousand Five Hundred Dollars (\$2,500) per buckle for a total cost not to exceed Fifteen Thousand Dollars (\$15,000).

B. Patriot will be responsible for the planning, execution, and costs of all Licensed Events. In addition, Patriot will be responsible for the following:

- i. Prior to the first Qualifying Event, Patriot shall provide to RFD-TV a waiver and release of liability form (collectively, the "**Waiver and Release Form**") to be completed by all participants, the participants' parents, officials, staff, volunteers, and any person having any interest in any element of the Licensed Events. The Waiver and Release Form shall acknowledge that RFD-TV Events is in no way responsible for the Licensed Event and is merely licensing its Trademark to Patriot. RFD-TV Events shall have the right to review and approve the Waiver and Release Form as it relates to this Section.
- ii. Patriot shall include the THE AMERICAN logo on pre-event marketing and promotional print and broadcasting materials for the Licensed Events.
- iii. Patriot shall promulgate official rules to be used at each of the Licensed Events and provide such rules to RFD-TV Events for approval in advance of the first Qualifying Event (such rules upon approval by RFD-TV Events, the "**Official Rules**"). Any application to be completed by the participants shall include the Official Rules, the Publicity Consent Form, and the Waiver and Release Form, and shall require such participants' parents' acknowledgment and agreement to the Official Rules, the Publicity Consent Form, and the Waiver and Release Form. In the event that a participant's parent refuses to acknowledge or agree to any of the foregoing, Patriot shall prohibit such person from participating or competing in the Licensed Event.
- iv. Patriot shall be responsible for all costs of THE JUNIOR AMERICAN, including but not limited to, the cost of any and all payouts and/or prizes to competitors of the Junior American. Patriot shall make any payments to any party or any entity or organization appearing, involved, or having interest in any element of the Licensed Events, and RFD-TV Events shall not be responsible for such payments.

4. USE OF TRADEMARKS

A. Patriot acknowledges and agrees that RFD-TV Events is and shall be the sole and exclusive owner of all copyright, trademark, trade dress, and any other Intellectual Property rights in and to the Film and THE AMERICAN, THE JUNIOR AMERICAN and associated properties (all of the foregoing collectively, the "**RFD-TV Events Intellectual Property**"). All use of the RFD-TV Events Intellectual Property in connection with the Events and hereunder shall inure solely to the benefit of RFD-TV Events. Apart from its license rights under this Agreement, Patriot acknowledges and agrees that Patriot does not and shall not acquire any rights whatsoever in and to the RFD-TV Events Intellectual Property by virtue of this Agreement or Patriot's performance of any services in connection with the Licensed Events. For purposes of this Agreement, "**Intellectual Property**" means any and all tangible and intangible: (i) rights associated with works of authorship, including copyrights, moral rights, neighboring rights, and derivative works thereof, (ii) trademark and trade name rights, (iii) trade secret rights, (iv) patents, design rights, and other industrial property rights, and, (v) all other intellectual property rights (of every kind and nature however designated) whether arising by operation of law,

treaty, contract, license, or otherwise, together with all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof.

- B. Patriot shall use the Trademark only in the manner of a trademark, and only on or in relation to the Licensed Events or in advertising or promotional material for the Licensed Events.
- C. Patriot agrees to promptly give notice to RFD-TV Events of any infringements or suspected or threatened infringements, imitations, illegal use or misuse of the Trademark which come to Patriot's attention. However, patriot shall not at any time take any action in the courts, administrative agencies, or arbitration tribunals to prevent the infringement or imitation, illegal use or misuse of the Trademark, it being clearly understood to Patriot that such action falls wholly within the authority of RFD-TV Events as sole owner of the Trademark. RFD-TV Events may take or may choose not to take all reasonable and appropriate action necessary to prevent infringement, illegal use or misuse of the Trademark as it deems appropriate with no duty of consultation or ratification with or by Patriot.
- D. RFD-TV Events will have sole control and will conduct any action(s) as it deems necessary pursuant to Section 4C above. Patriot undertakes fully and without reservation whatsoever to render to RFD-TV Events all assistance in connection with any matter pertaining to the protection of the Trademark, including, but not limited to furnishing documents, records, files and other information, making available its employees, and executing all necessary documents.
- E. Upon proof of registration from RFD-TV Events, Patriot agrees to acknowledge RFD-TV Events' ownership of the trademark by affixing the TM registration symbol to the mark and stating: "The Junior American Rodeo is a Registered Trademark used under license from RFD-TV Events, LLC."

5. BROADCAST RIGHTS

- A. Without limiting RFD-TV Events' other rights hereunder, Patriot acknowledges and agrees that RFD-TV Events may, in RFD-TV Events' sole discretion, photograph, videotape, film, record sound and/or otherwise record scenes of and at the Licensed Events in any format (collectively, the "Filmmaking/Broadcasting Activities," and any production, including without limitation, television programming, radio broadcasts, specials, films, documentaries, webisodes, clips or any other forms of media resulting or derived from the Filmmaking/Broadcasting Activities, whether such Filmmaking/Broadcasting Activities occur at the Events or at other locations, the ("Film"). Patriot acknowledges and agrees that RFD-TV Events shall have the exclusive, irrevocable, perpetual, worldwide right and license to use, exhibit, broadcast, distribute, syndicate, transmit and otherwise exploit any and all scenes, likenesses, voices, names or performances, whether in whole or in part, which RFD-TV Events records at and of the Licensed Events via the Filmmaking/Broadcasting Activities, in the Film as well as in connection with any and all rights derived therefrom or ancillary thereto and in any manner and media (whether now known or hereinafter invented) RFD-TV Events sees fit, including without limitation in connection with promotion or publicity efforts. Patriot further acknowledges and agrees that RFD-TV Events shall have the right and license to utilize the Patriot Film and Patriot Intellectual Property, and to the extent Patriot has any rights in third party Film in connection

with all of the foregoing, the third party Film ("the **Third Party Film**"). Patriot waives any and all right to inspect or approve the Film or any other recordings made by or on behalf of RFD-TV Events during the course of the Filmmaking/Broadcasting Activities, and waives any and all right to inspect or approve any use of such recordings in the Film or in any other manner. Patriot acknowledges and agrees that all right, title, and interest in all recordings at or of the Licensed Events made by or on behalf of RFD-TV Events as a result of the Filmmaking/Broadcasting Activities and the Film will belong solely and completely to RFD-TV Events, and RFD-TV Events will grant Patriot a license to use such recordings. Patriot also hereby releases RFD-TV Events, its employees and agents and their respective successors from any and all claims Patriot may now or in the future have in connection with the Filmmaking/Broadcasting Activities, the Film, or any other permissions or rights granted herein, including, but not limited to, any claims based on invasion of privacy, publicity or other similar rights, defamation, libel, or slander. For the avoidance of doubt, Patriot acknowledges and agrees that RFD-TV Events is the sole and exclusive owner of the Film and any and all recordings resulting from Filmmaking/Broadcasting Activities of the Licensed Events. Patriot hereby grants all permission necessary for RFD-TV Events to conduct its Filmmaking/Broadcasting Activities and create and own the Film, and Patriot shall execute such further documents reasonably requested by RFD-TV Events to confirm RFD-TV Events' rights as contemplated herein. RFD-TV Events may freely assign, delegate, and license, in whole or in part, any and all of its rights in and to Filmmaking/Broadcasting Activities and the Film.

- B. Patriot is and shall be the sole and exclusive owner of the Patriot Film and all copyright, trademark, trade dress, and any other Intellectual Property rights in and to the Patriot brand ("**Patriot Intellectual Property**"). Except as set forth herein, use of Patriot Intellectual Property in connection with the Licensed Events and hereunder shall inure solely to the benefit of Patriot. RFD-TV Events acknowledges and agrees that RFD-TV Events does not and shall not acquire any rights whatsoever in and to the Patriot Intellectual Property by virtue of this Agreement or RFD-TV Events' ownership of or performance of any services in connection with the Events.
- C. Patriot hereby grants RFD-TV Events a non-exclusive, irrevocable, perpetual, royalty free license to use the Patriot Film and Patriot Intellectual Property for any reason, commercial or non-commercial, in connection with the Licensed Events and Film, including without limitation, promoting the Licensed Events and Film. To the extent that Patriot has any rights in the Third Party Film, Patriot also grants RFD-TV Events a non-exclusive, irrevocable, perpetual, royalty free license to use Third Party Film for any reason, commercial or non-commercial, in connection with the Licensed Events and Film, including without limitation, promoting the Licensed Events and Film. Patriot hereby represents and warrants that it is the sole owner of the Patriot Intellectual Property and that RFD-TV Events' use of the Patriot Intellectual Property in connection with the Licensed Events and Film shall not violate the rights of any third party.

6. INDEMNIFICATION AND INSURANCE

- A. Patriot hereby indemnifies and agrees to hold RFD-TV Events harmless against any loss, damage or liability, including any costs, attorneys fees and expenses which arise out of or as a result of any actions, suits, claims or demands which may be brought against RFD-TV Events

or suffered by RFD-TV Events, by reason of any Licensed Event produced by Patriot in connection with the rights licensed under this Agreement.

- B. Upon the assertion of any claim against a Party to this Agreement by any third party that may give rise to an obligation of the other Party to this Agreement as an indemnitor, the Party seeking indemnification shall promptly notify the indemnitor of the existence of the claim and give the indemnitor a reasonable opportunity to defend and/or settle the claim at its own expense and with counsel of its own selection. An indemnified party shall fully cooperate, at the indemnitor's expense, with the indemnitor in the defense of the claim. An indemnitor shall not make any settlement of any claims, which imposes any obligation or might give rise to liability of the indemnified party without the prior written consent of the indemnified party.
- C. Patriot agrees to maintain, throughout the Term of this Agreement, comprehensive general liability insurance with coverage including bodily injury, property damage and contractual liability from a carrier reasonably satisfactory to RFD-TV Events, providing coverage in an amount not less than \$2,000,000 aggregate and \$1,000,000 per occurrence. That policy shall include auto liability insurance covering all owned, non-owned and hired vehicles operated by the Party or its agents or employees with a combined single limit of not less than one million dollars (\$1,000,000) per accident. Patriot shall furnish to RFD-TV Events copies of certificates of insurance evidencing the insurance required to be maintained hereunder within 10 days of signing this Agreement and thereafter as requested by RFD-TV Events. The required insurance policy shall name RFD-TV Events as an additional insured.

7. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants that each has the authority to enter into and perform their respective obligations set forth in this Agreement. Both Parties represent and warrant that they are duly organized entities and in good standing in their respective states of organization, and that the person executing this Agreement is authorized to execute the same on behalf of their respective Party and bind such Party to this Agreement without the need for any further documentation. The Parties represent and warrant that compliance with such obligations will not constitute a violation of any existing applicable laws, rules, regulations, or orders of any governmental body or authority or any agreements to which such Party is a party or by which it is otherwise bound.

8. DEFAULT AND TERMINATION

- A. In the event that Patriot shall breach any provision of this Agreement or shall default in the performance of any of its obligations hereunder, RFD-TV Events may, at its option, terminate this Agreement by giving written notice to Patriot specifying the default and its intention to terminate this Agreement, such termination to be effective thirty days following the giving of such notice unless Patriot shall have cured such breach or default prior to the expiration of such period.
- B. If Patriot discontinues use of the Trademark for a period of six (6) consecutive months or more, this Agreement may be terminated upon written notice by RFD-TV Events.

- C. If RFD-TV Events discontinues THE AMERICAN professional rodeo tour for a period of one year or more, this Agreement may be terminated upon written notice by RFD-TV Events.
- D. In the event a change of control of Patriot occurs, RFD-TV Events may terminate this Agreement by giving written notice to Patriot specifying RFD-TV Events' intention to terminate this Agreement, such termination to be effective thirty days following the giving of such notice. "Change of control" means the sale of all or substantially all of the assets of Patriot; any merger, consolidation or acquisition of Patriot with, by or into another corporation, entity, or person; or any change in the ownership of more than fifty percent of the membership interest of Patriot in one or more related transactions.
- E. In the event an involuntary petition is filed against a Party and the same is not dismissed within 60 days, or in the event of insolvency, voluntary bankruptcy or receivership of a Party, then the other Party, at its option, may terminate this Agreement effective immediately upon written notice as provided herein.
- F. Neither Party shall be considered in default in the performance of its obligations under this Agreement to the extent that performance of its obligations is prevented or delayed by any cause beyond its reasonable control, including, without limitation, acts of nature; acts or omissions of governmental authorities; strikes, lockouts, or other industrial disturbances; acts of public enemy; wars; acts of terrorism; blockades; riots; civil disturbances; epidemics; floods; hurricanes; tornadoes; and any other similar events, acts or omissions beyond the control of the Parties. If such force majeure results in a delay of any term of this Agreement, the date of delivery or performance of any other obligations of RFD-TV Events hereunder shall be extended. The Party invoking force majeure shall give written notice to the other Party of such intervention.

9. NOTICES

All notices which either Party is required or may desire to give the other Party hereunder shall be delivered in person or sent by prepaid overnight courier, with a copy by fax or email as provided, using a nationally known courier service providing confirmation of delivery addressed as follows:

To PATRIOT: PO Box 355, Rogersville, MO 65742

To RFD-TV Events: 921 Village Square, P.O. Box 866, Gretna, NE 68028

A Party may change the address to which notices to it are to be sent by a notice specifying the new address given to the other Party in accordance with this Section 9. Notices shall be effective as of the date delivered.

10. ARBITRATION OF DISPUTE; TIME LIMIT TO BRING CLAIM.

PATRIOT HEREBY AGREES TO GIVE NOTICE TO RFD-TV EVENTS OF ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION, OR VALIDITY HEREOF, WITHIN NINETY (90) DAYS OF THE DATE OF THE INCIDENT UPON WHICH SUCH DISPUTE, CLAIM, OR CONTROVERSY

IS BASED. BY FAILURE TO GIVE NOTICE AS HEREIN REQUIRED, PATRIOT FOREVER WAIVES ALL SUCH DISPUTES, CLAIMS, OR CONTROVERSIES. UPON PROPER NOTICE, ANY SUCH DISPUTE, CLAIM, OR CONTROVERSY, INCLUDING A DETERMINATION AS TO THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL BE BROUGHT WITHIN ONE (1) YEAR OF ITS ACCRUAL (*I.E.*, THE DATE OF ALLEGED INJURY) AND SHALL BE RESOLVED BY SUBMISSION TO ARBITRATION IN THE COUNTY OF DALLAS, STATE OF TEXAS, BEFORE ONE (1) ARBITRATOR WHO SHALL BE A RETIRED JUDGE ADMITTED TO PRACTICE LAW IN THE STATE OF TEXAS. THE ARBITRATION SHALL BE ADMINISTERED BY JAMS, PURSUANT TO ITS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES, AND IN ACCORDANCE WITH THE EXPEDITED PROCEDURES CONTAINED THEREIN. THE ARBITRATOR SHALL FOLLOW ANY APPLICABLE FEDERAL LAW AND TEXAS STATE LAW IN RENDERING AN AWARD. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION OVER THE DISPUTE, CLAIM, OR CONTROVERSY SUBMITTED TO SUCH ARBITRATION. THIS SECTION 10 SHALL NOT PRECLUDE THE PARTIES FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF COMPETENT JURISDICTION. FURTHER, THE PARTIES AGREE AND ACKNOWLEDGE THAT THE ARBITRATOR'S DECISION SHALL BE FINAL AND BINDING, TO THE FULLEST EXTENT PERMITTED BY LAW, AND ENFORCEABLE BY ANY COURT HAVING JURISDICTION THEREOF. THE PREVAILING PARTY IN ANY SUCH ARBITRATION SHALL BE ENTITLED TO SUCH PARTY'S REASONABLE ATTORNEYS' FEES INCURRED IN CONNECTION THEREWITH.

11. CONFIDENTIALITY

During the Term, each Party (the "Disclosing Party") may share with the other Party (the "Receiving Party"), proprietary and confidential information including, but not limited to, commercial, promotional, and financial information, information about existing and potential partnerships or relationships, and any other information, including but not limited to, budgets, promotional strategies, industry contacts, notes, letters, memoranda, reports, designs, drawings, charts, illustrations, concepts, programs, development materials, pitch materials, products, and outlines (collectively, the "Confidential Information"). Confidential Information does not include information that: (a) was generally available to the public prior to the time of such disclosure, or (b) has been given to the Receiving Party prior to such disclosure by the Disclosing Party, as clearly evidenced by the Receiving Party's preexisting written records, by a third party not known by the Receiving Party to be under any obligation of confidentiality to the Disclosing Party with respect thereto. The Receiving Party agrees that the disclosure of this Confidential Information to any third party would cause substantial and potentially incurable harm to the Disclosing Party. The Receiving Party agrees that it shall hold the Confidential Information in strict confidence, shall use it only for purposes of performing the Receiving Party's obligations hereunder, and shall not disclose any of it except as may be required by law; *provided, however,* that in the event of disclosure required by law, the Receiving Party shall provide the Disclosing Party with prior written notice so that the Disclosing Party may seek a protective order or other appropriate remedy, and the Receiving Party shall exercise reasonable efforts to assist the Disclosing Party in obtaining such order or remedy. It is acknowledged and agreed that these confidentiality provisions shall apply to the employees, agents and representatives of both Parties. This Confidentiality provision expressly survives any expiration or sooner termination of this Agreement.

12. MISCELLANEOUS

- A. This Agreement constitutes the Parties' entire understanding of the matters set forth herein and supersedes any prior understanding or agreement between the Parties.
- B. This Agreement may only be modified in a writing signed by the Parties hereto which writing expressly refers to and states that it modifies this Agreement. The Parties shall execute such further documents and perform such further acts as reasonably necessary to confirm their respective rights and obligations hereunder.
- C. No waiver of any breach of this Agreement shall be effective unless made in writing and signed by an authorized representative of the Party to be charged with such a waiver. No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or future breach.
- D. In the event that any provision of this Agreement shall be held to be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.
- E. The headings appearing in this Agreement are inserted only as a matter of convenience and are not to be used in interpreting the Agreement.
- F. Each of the Parties hereto agrees that the representations and/or covenants contained in this Agreement are and form a part of the essence of this Agreement; that each representation and/or covenant is reasonable and necessary to protect and preserve the interests, rights and properties of RFD-TV Events; and that irreparable injury, loss and damage will be suffered by RFD-TV Events should Patriot breach any representation and/or covenant. Therefore, each Party specifically agrees, consents and waives objection(s), that, in addition to all the remedies provided at law and/or in equity, each Party shall be entitled to an immediate temporary restraining order and/or temporary, preliminary and/or permanent injunctions to prevent a breach, contemplated breach or continuing breach, without bond or proof of damages, of any of the representations and/or covenants. The existence of any claim, demand, action or causes of action of any nature of any Party against the other shall not constitute a defense to the enforcement by the other Party of any of the representations and/or covenants and/or agreements herein.
- G. In exchange for the promises contained herein and the business opportunities provided to Patriot by RFD-TV Events, Patriot agrees that during the Term of this Agreement and for a period of one year after the expiration or termination of this Agreement or any renewal hereof: (i) Patriot or any entities or individuals associated with Patriot may not, directly or indirectly, induce any person who is or at any time during this Agreement was an employee of RFD-TV Events (and to whom Patriot was introduced or of whom Patriot learned of in the course of this Agreement) to terminate his or her employment with RFD-TV Events; and (ii) Patriot may not, directly or indirectly, hire, interview, retain, or solicit any person who is or at any time during this Agreement was an employee of RFD-TV Events (and to whom Patriot was introduced or of whom Patriot learned of in the course of this Agreement), to work for or with Patriot or any entity or individuals with which Patriot is associated. The Parties agree that the remedies at law for breach of any of the provisions contained in Sections 12 and 13.G of this Agreement may be inadequate and in recognition thereof, the Parties agree that in addition to

any other remedy that may be available under the terms of this Agreement or at law or in equity, each Party shall be entitled to injunctive relief to enforce Sections 12 and 13.G of this Agreement and Patriot hereby consents to the issuance of such injunction.

- H. In exchange for the promises contained herein and the business opportunities provided to RFD-TV Events by Patriot, RFD-TV Events agrees that during the Term of this Agreement and for a period of one year after the expiration or termination of this Agreement or any renewal hereof: (i) RFD-TV Events or any entities or individuals associated with RFD-TV Events may not, directly or indirectly, induce any person who is or at any time during this Agreement was an employee of Patriot (and to whom RFD-TV Events was introduced or of whom RFD-TV Events learned of in the course of this Agreement) to terminate his or her employment with Patriot; and (ii) RFD-TV Events may not, directly or indirectly, hire, interview, retain, or solicit any person who is or at any time during this Agreement was an employee of Patriot (and to whom RFD-TV Events was introduced or of whom RFD-TV Events learned of in the course of this Agreement), to work for or with RFD-TV Events or any entity or individuals with which RFD-TV Events is associated. The Parties agree that the remedies at law for breach of any of the provisions contained in Sections 12 and 13.G of this Agreement may be inadequate and in recognition thereof, the Parties agree that in addition to any other remedy that may be available under the terms of this Agreement or at law or in equity, each Party shall be entitled to injunctive relief to enforce Sections 12 and 13.G of this Agreement and RFD-TV Events hereby consents to the issuance of such injunction.
- I. Patriot shall not assign, transfer, or sublicense this Agreement without RFD-TV Events' prior written consent. RFD-TV Events may freely assign this Agreement, in whole or in part. Any assignment, transfer, or sublicense in violation of the preceding sentence shall be null and void and any attempt by Patriot to assign and transfer or sublicense its rights shall result in immediate termination of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of each Party's successors and permitted assigns.
- J. Each Party shall be considered an independent contractor, and nothing contained herein shall be construed to create a partnership or joint venture between RFD-TV Events and Patriot. Patriot shall not represent itself as the agent or legal representative of RFD-TV Events for any purpose whatsoever. Neither Party shall have the right, power or authority to obligate or bind the other in any manner whatsoever.
- K. This Agreement may be executed in counterparts, each of which shall be deemed an original for all purposes, and when taken together shall constitute one and the same instrument. Signatures transmitted by facsimile, PDF or electronic mail shall be deemed acceptable as originals.

ACCEPTED AND AGREED TO:

PATRIOT, a Missouri limited liability company


By: Kevin Hall
Its: President

RFD-TV EVENTS, LLC, a Nebraska limited liability company


By: Patrick Gottsch
Its: President & CEO

Exhibit E

Brandy Hoge

From: Keith Ferguson
Sent: Monday, June 18, 2018 1:59 PM
To: Charlsie Craig;kevin@americanpatriotevent.com;Riley Lambert
Subject: Junior American Logo
Attachments: JR_AMERICAN_Logo_4C.pdf

Attached is the Junior American Logo for now. We will be modifying to include the Patriot in the future but this will do for Wednesday.

Keith Ferguson | EVP Western Sports

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www.RFDTV.com www.TheCowboyChannel.com www.RURALRADIO147.com

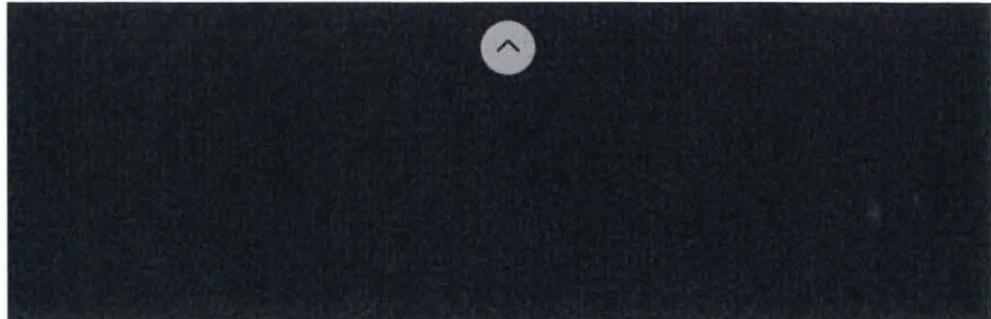




Exhibit F

Jr American Rodeo
October 21, 2018

36 Like Comment...
Write a comment...



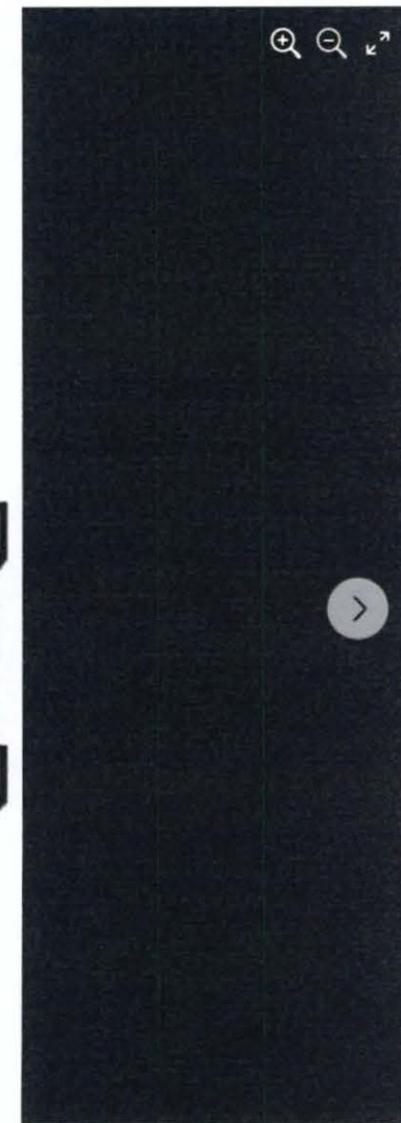


Exhibit G

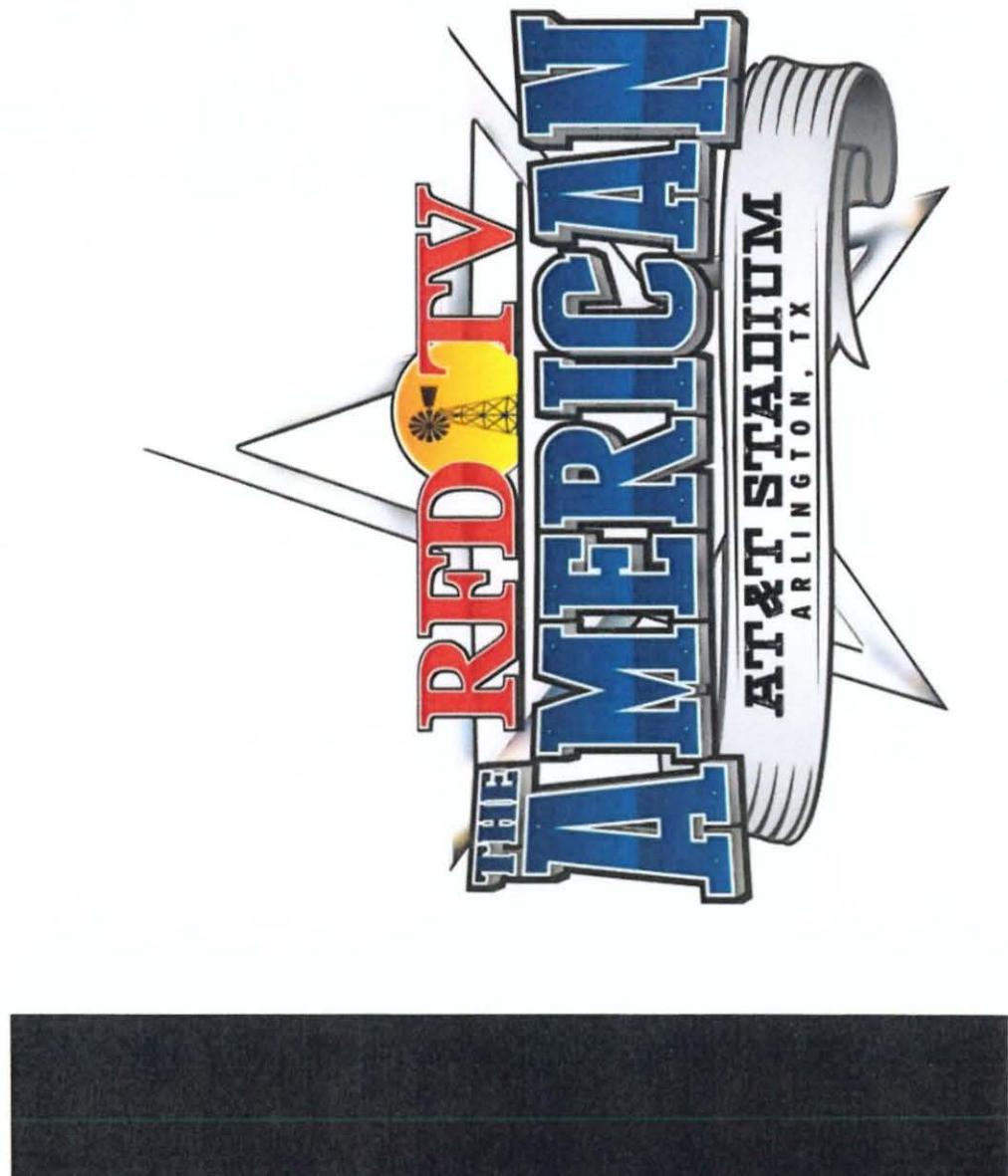
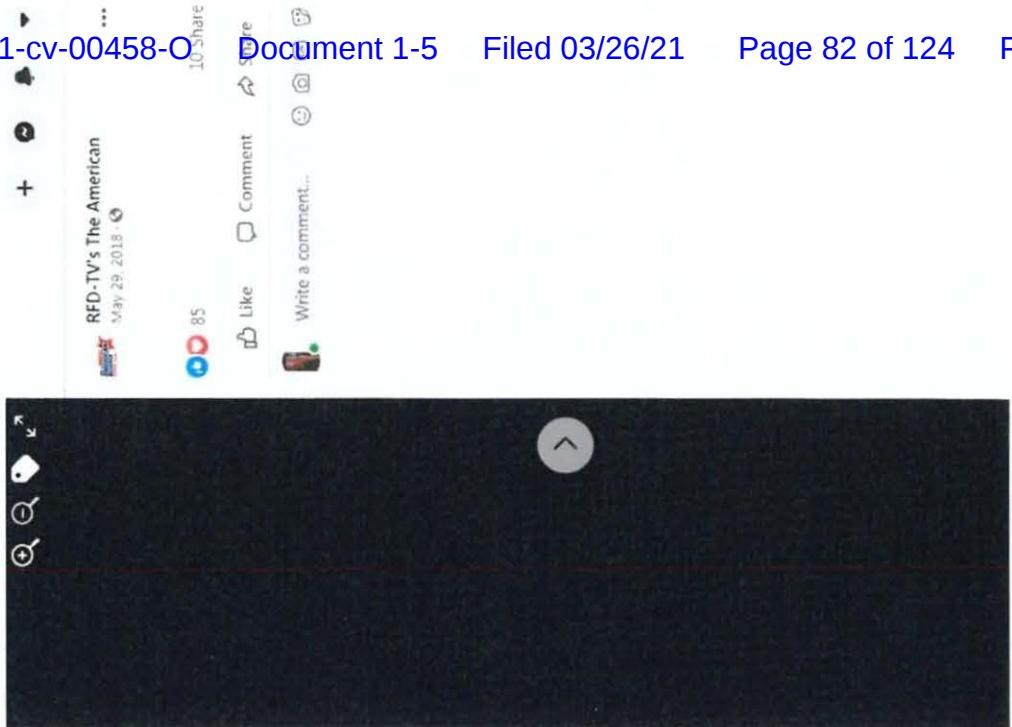




Exhibit H

Brandy Hoge

From: Kevin and Andrea Hall <americanpatriotevent@gmail.com>
Sent: Saturday, January 11, 2020 12:43 PM
To: Kevin Hall
Cc: Keith Ferguson
Subject: FINALE SCHEDULE
Attachments: 2020_PATRIOT_FINALE_SCHEDULE_FINAL_1.11.2020.pdf

I won't take criticism from Anthony, nor any other member, for how I create schedules and conduct business. I can only create so much. The PRCA has delivered zero information to me. This event remains a Jr American Event. I will gladly add their name to it, contingent that we get contracts from RMG. We have paid RMG for the rights to use their logo to brand our Jr American Event. I think that PRCA is confused on who owns and operates this event. We have branded the American all year long and worked 7 days a week doing it. We have given a lot to the American Program with little return. We are running this event the way we have in the past, with the same rules. We will negotiate terms, as we have all discussed-contingent on contracts, in the spring for the 2021 Qualifying Season. Both RMG and PRCA are asking us for a lot this year, and we were the only ones willing to help. I will take no more bullying, no more criticism, no more misrepresentation, and certainly no more copyright. They will be cordial or they will not be allowed to step foot on our grounds.

Here is a revised pdf schedule with minor changes to add Jr NFR representation. I am working on the rough stock schedule now and will send over shortly

--



Kevin & Andrea Hall
Jr American Rodeo
Patriot Event

www.americanpatriotevent.com
www.jramericorodeo.com

[This email originated outside of Rural Media Group]

Exhibit I

Brandy Hoge

From: Kevin and Andrea Hall <americanpatriotevent@gmail.com>
Sent: Saturday, January 11, 2020 3:57 PM
To: Keith Ferguson
Cc: Kevin Hall
Subject: Re: FW: Draft Term Sheet

We don't need to read any further than paragraph 2. Rfd has no ownership in the Jr American. We currently run youth events, including the Young Guns World Championships and the Jr American. We license the name from you for branding purposes.

On Sat, Jan 11, 2020 at 2:11 PM Keith Ferguson <Keith@rfdtv.com> wrote:

From: Keith Ferguson <Keith@rfdtv.com>
Date: Saturday, January 11, 2020 at 2:09 PM
To: Kevin Hall <kevin@americanpatriotevent.com>
Subject: Draft Term Sheet

Kevin,

Attached is a draft term sheet. I believe it addresses the items we need to get this agreement finalized. Gatsby is not available today so I am sending it to you so we can discuss.

We still have some specific items to discuss.

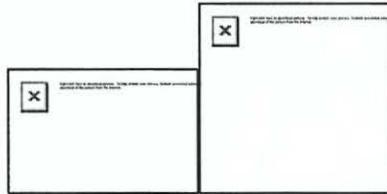
Call me to day for our discussions.

Keith

Keith Ferguson | EVP Western Sports

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Kevin & Andrea Hall
Jr American Rodeo
Patriot Event

www.americanpatriotevent.com
www.jramericandrodeo.com

[This email originated outside of Rural Media Group]

Exhibit J

Brandy Hoge

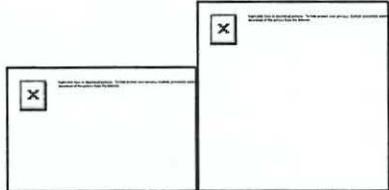
From: Kevin and Andrea Hall <americanpatriotevent@gmail.com>
Sent: Tuesday, January 21, 2020 9:43 AM
To: Keith Ferguson
Subject: agenda

Keith,

In addition
I missed the JR world top 10, we agreed on them

Also need clarifying using logo next year to promote events.

--



Kevin & Andrea Hall
Jr American Rodeo
Patriot Event

www.americanpatriotevent.com
www.jramericandrodeo.com

[This email originated outside of Rural Media Group]

Exhibit K

2021 JR AMERICAN FINALS



QUALIFIERS

2020-2021 JR AMERICAN QUALIFIER TOUR:

SANCTIONING BODIES TO HOLD 20-25 QUALIFIERS PER DISCIPLINE, COVERING EVERY REGION.

PRODUCERS MAY REQUEST TO HOST A QUALIFIER @
jramericandrodeo@gmail.com
NO FEES TO HOST

SEMI-FINALS

2021 JR AMERICAN QUALIFIERS ADVANCE TO SEMI-FINALS MARCH 4:

- TOP 10 19&UNDER IN ALL JR AMERICAN GLOBAL QUALIFIERS + PATRIOT LAST CHANCE (200+)
- TOP 5 15&UNDER/12&UNDER/#10PT T.R. IN ALL JR AMERICAN GLOBAL QUALIFIERS + PATRIOT LAST CHANCE (200+)

EXEMPTIONS (ADVANCE TO SEMI-FINALS)

- NHSRA #1-10 CHAMPIONS
- NLBRA #1-10 CHAMPIONS
- JR WORLD #1-10 CHAMPIONS
- NHSR STATE CHAMPIONS

POSSIBLE 350 QUALIFIED CONTESTANTS PER EVENT

*EACH EVENT HELD IN DESIGNATED WILL ROGER'S MEMORIAL CENTER ARENAS MARCH 3-5 2021

FINALS

JR AMERICAN III FINALS MARCH 5, 2021

TOP 15 FROM SEMIS 19&UNDER DIVISIONS ADVANCE TO FINAL PERFORMANCE

TOP 5 FROM SEMIS 15&UNDER, 12&UNDER, and #10pt TEAM ROPING DIVISIONS ADVANCE TO FINAL PERFORMANCE

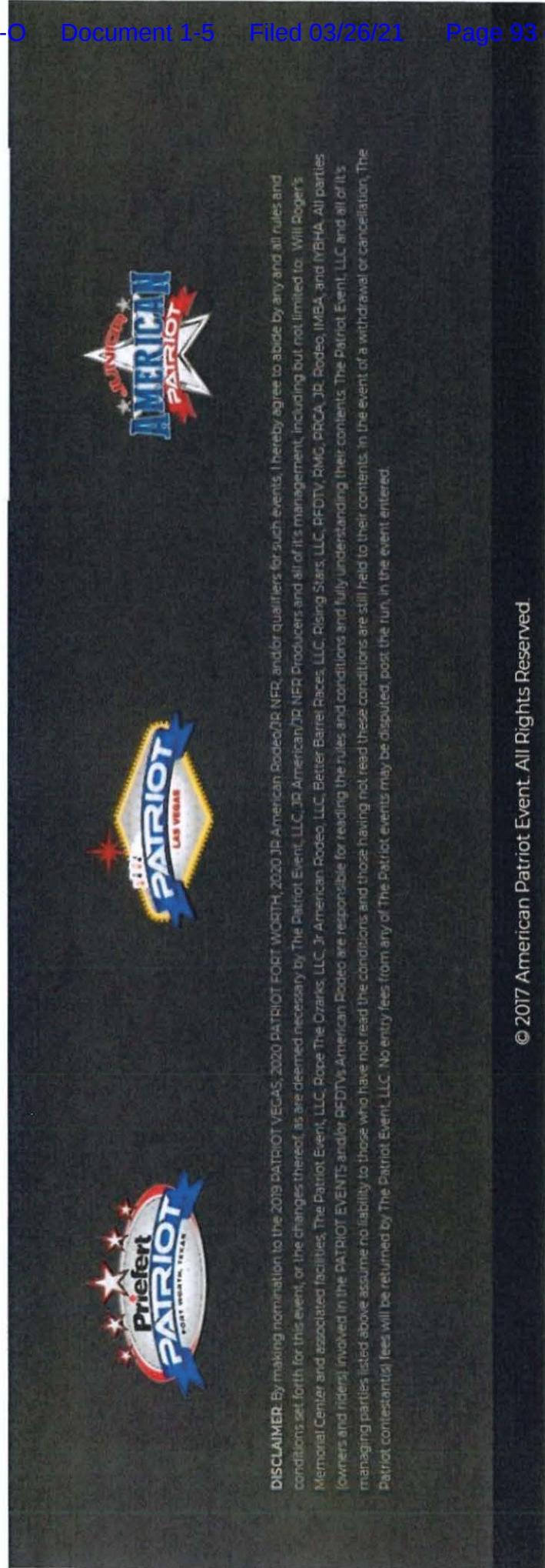
RODEO PERFORMANCE TO BE HELD FRIDAY, MARCH 5, 2021 WILL ROGERS COLISEUM FORT WORTH, TX @ 7PM

JR AMERICAN MEMBERSHIP Required for Participation

\$100 covers ALL EVENTS

Purchase Online
jramericandrodeo.com

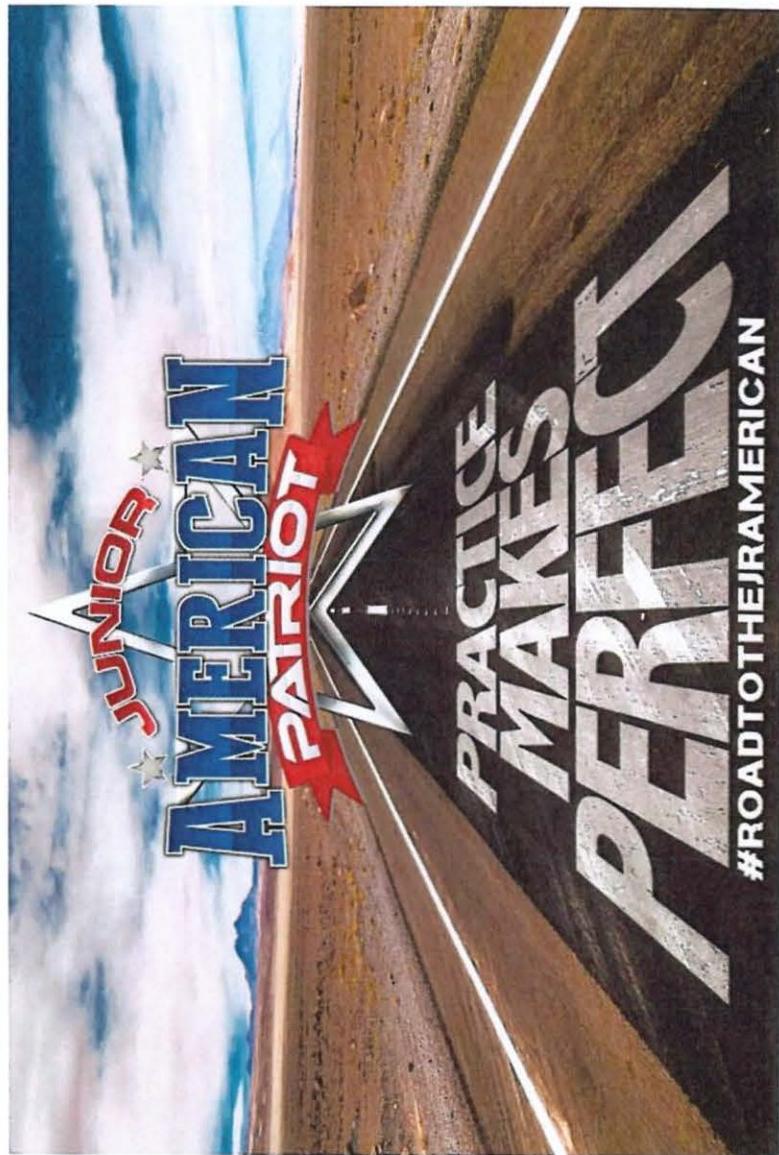
*AGE REQUIREMENT IS AGE ON DAY OF QUALIFICATION



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MEMBERSHIP REGISTRATION FOR JR AMERICAN RODEO



The screenshot shows the homepage of the Jr American Rodeo website. At the top, there are navigation links for Membership, Events, Calendar of Events, Results, and Information. Below the navigation is a large banner with the text "JARTEC" and "#ROADTOTHEJRAMERICAN". A blue header bar contains the text "Upcoming Qualifiers:". Below this, a table lists five upcoming qualifiers:

Date Range	Rodeo Type	Qualifier Name	Location	Action
01/23/2021 - 01/24/2021	Team Roping, Calf Roping, Breakaway, Goats	Jr American Wyoming Qualifier	Cheyenne, WY	View Details
01/30/2021 - 01/30/2021	Team Roping	JR American Team Roping Qualifier	Sulfur, LA	View Details
02/12/2021 - 02/14/2021	Team Roping, Calf Roping, Breakaway, Steer Wrestling, Goats	North Carolina High School and Jr High Association	Fletcher, NC	View Details
02/12/2021 - 02/13/2021	Team Roping, Calf Roping, Breakaway, Steer Wrestling, Poles, Goats	YRA JR AMERICAN	GIDDINGS, TX	View Details
02/13/2021 - 02/13/2021	Calf Roping, Breakaway	JR American Qualifier	PINE BLUFFS, WY	View Details

Below the table are six small images showing various rodeo events: TEAM ROPING, STEER WRESTLING, BARREL RACING, CALF ROPING, POLES / GOATS, and ROUGH STOCK.

**2021 JR AMERICAN FINALS WEEK SCHEDULE***** ROUGH STOCK *****WILL ROGERS COLISEUM - FORT WORTH TX**

	FRIDAY 2/26/2021	SATURDAY 2/27/2021	TOP 10 FROM RD 1 & 2 ADVANCE	SUNDAY 2/28/2021
BULL RIDING	ROUND 1 9AM	ROUND 2 9AM		CHAMPIONSHIP 9AM
BAREBACK	ROUND 1 4PM	ROUND 2 4PM		CHAMPIONSHIP 1PM
SADDLE BRONC	ROUND 1 6PM	ROUND 2 6PM		CHAMPIONSHIP 3PM

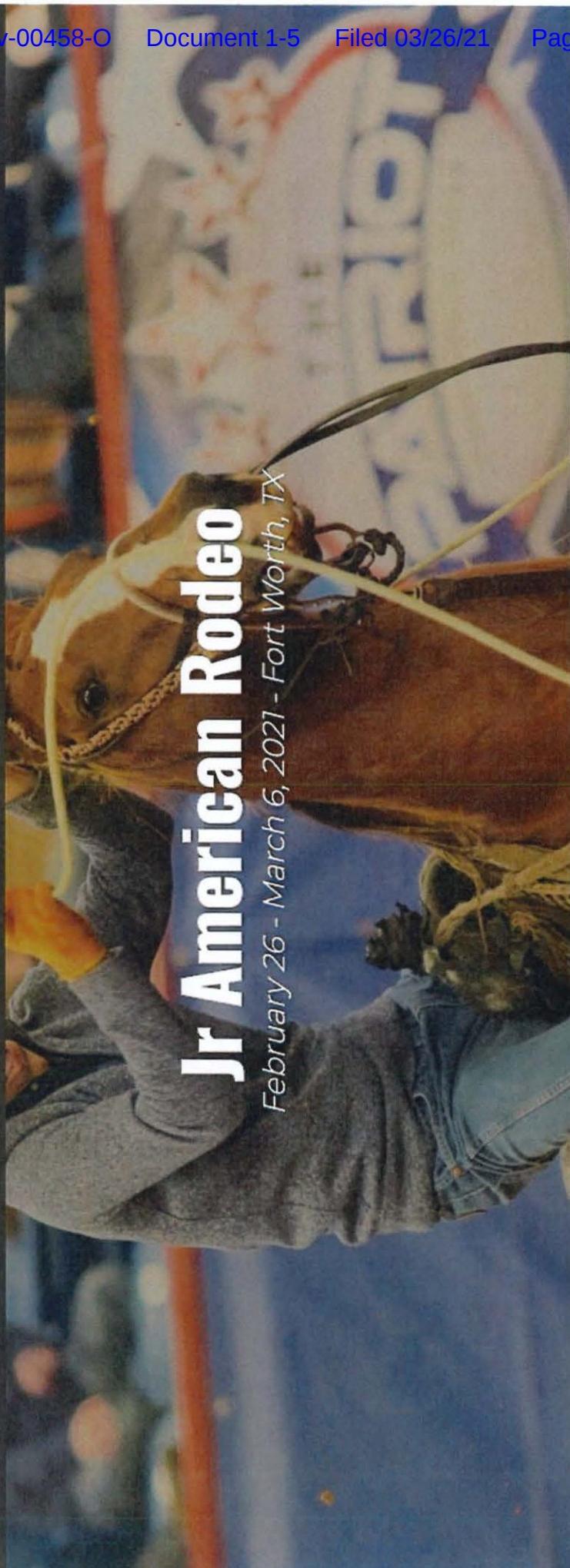
*** TIMED EVENTS ***

John Justin Arena	Will Roger's Coliseum	Watt Arena	Multi-Purpose	Pavilion
TEAM ROPING	BARREL RACING	TIE-DOWN/ BREAK AWAY	POLES/GOATS/STEER WRESTLING	TEAM ROPING
MONDAY 3/1/2021				
	CHECK-IN & NUMBER HORSES 8AM-7PM EXHIBITIONS (SEE PATRIOT SCHEDULE)	12&UNDER TIEDOWN LAST CHANCE 8AM 15&UNDER TIEDOWN LAST CHANCE 12PM		
TUESDAY 3/2/2021				
		15&UNDER GIRLS BREAKAWAY LAST CHANCE 8AM 12&UNDER BREAKAWAY LAST CHANCE 12PM 19&UNDER TIEDOWN LAST CHANCE 4PM	15&UNDER GOATS Last Chance-3PM	JR AMERICAN STEER WRESTLING LAST CHANCE 4PM
WEDNESDAY 3/3/2021				
MANDATORY CONTESTANT CHECK-IN JOHN JUSTIN SALE ARENA 9AM- 8PM				
YOUNG GUNS' WORLD WITH #10 INC 7PM LAST CHANCE JR AMERICAN FOR OPEN AND #10 DIVISIONS	YOUNG GUNS' WORLD LAST CHANCE JR AMERICAN QUALIFIER 9AM	19&UNDER BREAKAWAY LAST CHANCE 8AM 12&UNDER TIEDOWN SEMIS 5PM 15&UNDER TIEDOWN SEMIS 7PM	15&UNDER GOATS Semi Finals-1PM	JR AMERICAN STEER WRESTLING Semi-Finals 9AM
THURSDAY 3/4/2021				
JR AMERICAN OPEN 19&UNDER Semi-Finals 8AM JR AMERICAN #10PT 19&UNDER Semi-Finals 9:30AM	JR AMERICAN Semi-Finals 12pm (CAN ROLL TIME TO OPEN)	15&UNDER GIRLS BREAKAWAY SEMIS 8AM 12&UNDER BREAKAWAY SEMIS 11AM 19&UNDER TIEDOWN SEMIS 2PM	19&UNDER GIRL GOATS Last Chance-8AM 19&UNDER POLES Last Chance-11AM 19&UNDER GOATS Semi Finals -3PM	
FRIDAY 3/5/2021				
		19&UNDER BREAKAWAY SEMIS 8AM	19&UNDER POLES Semi Finals-8AM 15&UNDER GIRL GOATS Last Chance-1PM	
CALCUTTA 4PM JOHN JUSTIN SALE ARENA - JR AMERICAN RODEO - GATES OPEN 6PM - GO TIME 7PM				
SATURDAY 3/6/2021				
			FIRST CHANCE 19&UNDER GOATS 9AM FIRST CHANCE 19 &UNDER POLES 2:30PM	YOUNG GUNS' #10.PT FIRST CHANCE JR AMERICAN 9AM

Membership ▾ Events ▾ Calendar of Events ▾ Results ▾ Information ▾



Membership ▾ Events ▾ Calendar of Events ▾ Results ▾ Information ▾



Over **\$631,000** Paid Out at 2020 Finals

40 13 32 47
Days Hours Minutes Seconds

UNTIL JR AMERICAN RODEO FINALS

The collage includes:

- A top banner featuring a star and the word "Patriot".
- A large central image of a person riding a horse, with the text "Jr American Rodeo" overlaid.
- A banner for "Jr American Rodeo" with the text "February 26 - March 6, 2021 - Fort Worth, TX".
- A banner for "AMERICAN PATRIOT" with the text "Over \$631,000 Paid Out at 2020 Finals".
- A timer showing "40 Days", "13 Hours", "32 Minutes", and "47 Seconds" until the event.
- A small image of a person's face in the bottom right corner.



[Membership](#) [Events](#) [Calendar of Events](#) [Results](#) [Information](#)

Jr American Rodeo

February 26 - March 6, 2021 - Fort Worth, TX

HAPPENING NOW - WATCH IT LIVE!

Over **\$631,000** Paid Out at 2020 Finals

03 13 28 11
Days Hours Minutes Seconds

UNTIL JR AMERICAN RODEO FINALS

[MEMBERSHIP REGISTRATION FOR JR AMERICAN RODEO](#)

Keep Scrolling Down for Semi-Finals Draw

Exhibit L

Email or Phone

Password

Log In

Forgot account?



Jr American Rodeo
@junioramericanrodeo

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Events
Reviews
About
Videos
Photos
Posts
Community



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[Learn More](#)

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About

[Suggest Edits](#)

CONTACT INFO

[Call \(417\) 547-3406](#)

[m.me/junioramericanrodeo](#)

info@americanpatriotevent.com

<http://www.jramericandrodeo.com>

MORE INFO

[About](#)

The World's richest youth rodeo in Americas premier cowboy city - Fort Worth, Texas!

[Rodeo · Sports Event](#)

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[Create Ad](#) [Create Page](#) [Developers](#) [Careers](#) [Privacy](#) [Cookies](#) [Ad Choices](#) [Terms](#) [Help](#)

Facebook © 2021

Exhibit M

To: americanpatriotevent@gmail.com[americanpatriotevent@gmail.com]
Cc: PatrickAOL[rfdpatrick@aol.com]; Randy@Majorbob.com[Randy@Majorbob.com]; Dirk Webb[dirk@thecowboychannel.com]
From: Gatsby Solheim
Sent: Wed 2/3/2021 6:05:25 PM
Subject: The Junior American
20210203 - Cease and Desist LTR.pdf
Trademark License and Operating Agreement Junior American Rodeo Sept 2018.pdf
Website Capture 1.PNG
Website Capture 2.PNG
Website Capture 3.PNG
Jr American Press Release.jpg

Kevin & Andrea,

We reviewed your proposal to run a side-pot at your youth rodeo event this year, as well as manage semi-finals stalls for our Semi-Finals contestants. As Dirk has already stated, we do not require any stall management services as we do not provide or pay for stalls for any of our contestants—this obligation rests solely with the contestants. We also are not interested in a side-pot at your youth rodeo event in March 2021.

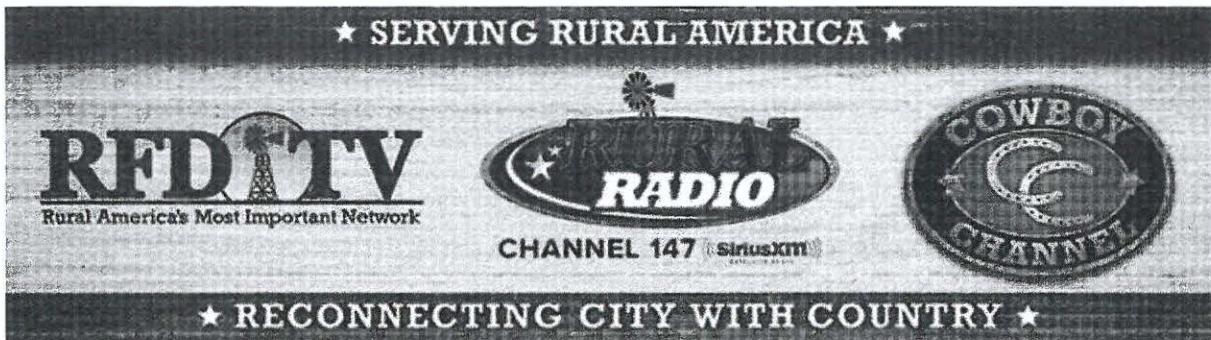
As I mentioned to you in April/May 2020 when you asked about renewing our Agreement for the Jr. American, we rejected your proposal as were not prepared to commit to anything at that time due to COVID-19 causing significant disruption to our events calendar. Despite our clear answer that we were not interested in moving forward with the Jr. American for 2021, you began hosting qualifiers around the country for the “Jr. American Rodeo” to be held February 26-March 6, 2021 in Ft. Worth, Texas. Your use of the name “Jr. American” in connection with a rodeo event is a clear breach of our Trademark License and Operating Agreement (attached) and willful infringement under the law.

As I have told you on multiple occasions, you have every right to host a youth rodeo event but you do not have the right to call it the “Junior American” or anything confusingly similar. You must immediately change the name of your youth rodeo event so that there is no confusion to consumers as to who is responsible for the event. You must also assign any trademark you have filed with the USPTO to RFD-TV Events LLC.

We are open to discussing a renewed partnership with you after the conclusion of the 2021 American Rodeo, but before we do so, we must have assurances that you will respect our intellectual property rights. Attached is a formal Cease and Desist Letter and attachments that show your infringing use of our mark. You or your attorney are welcome to contact me with any questions.

Gatsby Gottsch Solheim | General Counsel

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February 3, 2021

The Patriot Event LLC
 PO Box 355
 Rogersville, MO 65742
 via email to americanpatriotevent@gmail.com

Re: Willful Infringement of RFD-TV Events, LLC's Mark "Junior American"

Kevin & Andrea:

As discussed on our phone call on January 28th, I am writing you regarding your continued infringement of our trademark "Junior American." Our attention was recently directed to your website, located at americanpatriotevent.com/jr-american-rodeo, wherein it is clear that have adopted the name "Junior American" in connection with your youth rodeo event. In accordance with the Trademark License and Operating Agreement signed September 2018 (the "Trademark License Agreement"), your license to use such name terminated after the completion of THE AMERICAN Finals on March 8, 2020.

As you are well aware, the Trademark License Agreement clearly and unambiguously identifies the "Junior American" as the Intellectual Property of RFD-TV Events, LLC. Section 4 states "Patriot acknowledges and agrees that RFD-TV Events is and shall be the sole and exclusive owner of all copyright, trademark, trade dress, and any other Intellectual Property rights in and to the Film and THE AMERICAN, THE JUNIOR AMERICAN and associated properties (all of the foregoing collectively, the "RFD-TV Events Intellectual Property"). All use of the RFD-TV Events Intellectual Property in connection with the Events hereunder shall inure solely to the benefit of RFD-TV Events. Apart from its license rights under this Agreement, Patriot acknowledges and agrees that patriot does not and shall not acquire any rights whatsoever in and to the RFD-TV Events Intellectual Property by virtue of this Agreement or Patriot's performance of any services in connection with the Licensed Events."

We are greatly concerned by your use of our mark "The Junior American". Consumers are likely to erroneously assume that your company is somehow affiliated with or sponsored by RFD-TV's The American Rodeo. In fact, you admitted on our phone call that the intent behind hosting the youth event during The American Rodeo Semi-Finals in Ft. Worth, Texas was to connect your event to RFD-TV's event, capitalizing on the millions of dollars we have spent on marketing The American Rodeo to the country. We view this mark as a valuable asset and will protect it to the fullest extent allowable by law. While we are prepared to take aggressive action in connection with your unauthorized use of The Junior American Mark, we are writing in an effort to first resolve this matter amicably. Therefore, we seek your assurances that you will:



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RFD-TV • 49 Music Square West Suite 301 • Nashville, TN 37203 • 615.227.9292

THE COWBOY CHANNEL • 130 E. Exchange Ave • Fort Worth, TX 76164 • 817.989.2727



1. Immediately cease and desist from using "Junior American", or anything confusingly similar thereto, as a trademark, service mark or trade name in connection with the youth rodeo event;
2. Fully cooperate in arranging for the assignment of any registration in and to the name Junior American to RFD-TV Events LLC.

Should you fail to respond to this letter and extend your cooperation by complying with the requests outlined above within ten (10) days after your receipt hereof, we will take action with respect to your unauthorized use without further notice to you. This may include the filing of an action against you for injunctive relief, money damages, costs and attorneys' fees under 15 U.S.C. 1116, 1117.

Sincerely,

Gatsby Gottsch Solheim



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**TRADEMARK LICENSE AND OPERATING AGREEMENT
JUNIOR AMERICAN RODEO**

This Trademark License and Operating Agreement (the "Agreement") is entered into effective as of September ___, 2018 (the "Effective Date") by and between **RFD-TV EVENTS, LLC**, a Nebraska limited liability company ("RFD-TV Events"), and **The Patriot Event, LLC**, a Missouri limited liability company ("Patriot").

RECITALS:

- A. WHEREAS, RFD-TV Events is a media and production company, and the sole and exclusive owner and producer of "THE AMERICAN" professional rodeo tour, including the trademark "The American Rodeo" and all associated properties (the "Trademark").
- B. WHEREAS, Patriot is a multi-equine production company that produces team roping, calf roping, barrel racing and mounted shooting events for all ages.
- C. WHEREAS, based on the success of THE AMERICAN, Patriot desires to use the Trademark in connection with the Licensed Events and services related thereto, as described herein, and RFD-TV Events is willing to authorize Patriot's use subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, RFD-TV Events and Patriot agree as follows:

1. LICENSED EVENTS

Upon the terms and conditions set forth herein, RFD-TV Events grants Patriot and Patriot hereby accepts, for the term of their License, the limited right to utilize the Trademark as part of its youth rodeo event name, namely: The Junior American Rodeo (each youth rodeo competition sanctioned and produced by Patriot to occur during the Term of this Agreement as a part of The Junior American Rodeo, and any events occurring during the Term of this Agreement serving as qualifiers for The Junior American Rodeo (the "Qualifying Events"), shall be referred to collectively as the "Licensed Events").

2. GRANT OF TRADEMARK LICENSE

- A. **Grant of License.** Upon the terms and conditions set forth herein, RFD-TV Events hereby grants Patriot and Patriot hereby accepts, for the term of this Agreement the limited right to utilize the Trademark only on and in connection with the Licensed Events and related services, including merchandise, and only so long as the Licensed Events comply with the terms and conditions specified herein.
- B. **License Fee.** Patriot agrees to pay RFD-TV Events a royalty equal to twenty-five percent (25%) of all entry fees paid by participants of the Licensed Events (the "License Fee"). Within ten (10) days following each Licensed Event, Patriot will provide an accounting to RFD-TV Events describing in reasonable detail all entry fees received by Patriot at the Licensed Event and forward payment of the License Fee from such Licensed Event to RFD-TV Events. RFD-TV

Events shall have the right to audit Patriot's books and records as they relate to the subject matter hereof.

- C. **Term.** Unless sooner terminated as provided in Section 8, this Agreement shall begin on the Effective Date and end after the completion of THE AMERICAN Finals on March 3, 2018. At least thirty (30) days but no more than one hundred eighty (180) days prior to expiration of this Agreement, Patriot may request in writing renewal of this Agreement.
- D. **Right of First Refusal.** So long as RFD-TV Events is willing to grant a license for the years 2019 and 2020 to utilize the Trademark in connection with the Licensed Events, RFD-TV Events agrees to grant Patriot a right of first refusal to license the Trademark in connection with the Licensed Events.

3. **DUTIES**

- A. RFD-TV Events will be responsible for the following:

- i. Prior to the first Qualifying Event, RFD-TV Events shall provide to Patriot a photograph and publicity consent and release form (the "Publicity Consent Form") to be completed by all participants, the participants' parents, officials, staff, volunteers, and any person having any interest in any element of the Licensed Events.
- ii. RFD-TV Events shall include the Patriot logo on pre-event marketing and promotional print and broadcasting materials for THE AMERICAN, in any and all instances where any other sanctioning body for THE AMERICAN is recognized.
- iii. RFD-TV Events shall permit the top two (2) JUNIOR AMERICAN Champions in each event to compete at the Finals of THE AMERICAN Semi-Finals on Friday, March 1, 2018. In the event a JUNIOR AMERICAN Champion advances from THE AMERICAN Semi-Finals to THE AMERICAN Finals, such JUNIOR AMERICAN Champion will be eligible to compete at THE AMERICAN FINALS for the \$1 Million side pot.
- iv. RFD-TV Events shall provide three (3) tickets to THE AMERICAN to each JUNIOR AMERICAN Champion at no cost to the JUNIOR AMERICAN Champion.
- v. RFD-TV Events shall permit each JUNIOR AMERICAN Champion who did not advance from THE AMERICAN Semi-Finals to perform at THE AMERICAN Finals as an exhibition.
- vi. RFD-TV Events shall be responsible for presenting gold buckles to JUNIOR AMERICAN Champions on THE AMERICAN stage on March 2, 2018 or March 3, 2018. Patriot shall provide the Gold Buckles to RFD-TV Events, and RFD-TV Events shall reimburse Patriot up to Two Thousand Five Hundred Dollars (\$2,500) per buckle for a total cost not to exceed Fifteen Thousand Dollars (\$15,000).

B. Patriot will be responsible for the planning, execution, and costs of all Licensed Events. In addition, Patriot will be responsible for the following:

- i. Prior to the first Qualifying Event, Patriot shall provide to RFD-TV a waiver and release of liability form (collectively, the "**Waiver and Release Form**") to be completed by all participants, the participants' parents, officials, staff, volunteers, and any person having any interest in any element of the Licensed Events. The Waiver and Release Form shall acknowledge that RFD-TV Events is in no way responsible for the Licensed Event and is merely licensing its Trademark to Patriot. RFD-TV Events shall have the right to review and approve the Waiver and Release Form as it relates to this Section.
- ii. Patriot shall include the THE AMERICAN logo on pre-event marketing and promotional print and broadcasting materials for the Licensed Events.
- iii. Patriot shall promulgate official rules to be used at each of the Licensed Events and provide such rules to RFD-TV Events for approval in advance of the first Qualifying Event (such rules upon approval by RFD-TV Events, the "**Official Rules**"). Any application to be completed by the participants shall include the Official Rules, the Publicity Consent Form, and the Waiver and Release Form, and shall require such participants' parents' acknowledgment and agreement to the Official Rules, the Publicity Consent Form, and the Waiver and Release Form. In the event that a participant's parent refuses to acknowledge or agree to any of the foregoing, Patriot shall prohibit such person from participating or competing in the Licensed Event.
- iv. Patriot shall be responsible for all costs of THE JUNIOR AMERICAN, including but not limited to, the cost of any and all payouts and/or prizes to competitors of the Junior American. Patriot shall make any payments to any party or any entity or organization appearing, involved, or having interest in any element of the Licensed Events, and RFD-TV Events shall not be responsible for such payments.

4. **USE OF TRADEMARKS**

A. Patriot acknowledges and agrees that RFD-TV Events is and shall be the sole and exclusive owner of all copyright, trademark, trade dress, and any other Intellectual Property rights in and to the Film and THE AMERICAN, THE JUNIOR AMERICAN and associated properties (all of the foregoing collectively, the "**RFD-TV Events Intellectual Property**"). All use of the RFD-TV Events Intellectual Property in connection with the Events and hereunder shall inure solely to the benefit of RFD-TV Events. Apart from its license rights under this Agreement, Patriot acknowledges and agrees that Patriot does not and shall not acquire any rights whatsoever in and to the RFD-TV Events Intellectual Property by virtue of this Agreement or Patriot's performance of any services in connection with the Licensed Events. For purposes of this Agreement, "**Intellectual Property**" means any and all tangible and intangible: (i) rights associated with works of authorship, including copyrights, moral rights, neighboring rights, and derivative works thereof, (ii) trademark and trade name rights, (iii) trade secret rights, (iv) patents, design rights, and other industrial property rights, and, (v) all other intellectual property rights (of every kind and nature however designated) whether arising by operation of law,

treaty, contract, license, or otherwise, together with all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof.

- B. Patriot shall use the Trademark only in the manner of a trademark, and only on or in relation to the Licensed Events or in advertising or promotional material for the Licensed Events.
- C. Patriot agrees to promptly give notice to RFD-TV Events of any infringements or suspected or threatened infringements, imitations, illegal use or misuse of the Trademark which come to Patriot's attention. However, patriot shall not at any time take any action in the courts, administrative agencies, or arbitration tribunals to prevent the infringement or imitation, illegal use or misuse of the Trademark, it being clearly understood to Patriot that such action falls wholly within the authority of RFD-TV Events as sole owner of the Trademark. RFD-TV Events may take or may choose not to take all reasonable and appropriate action necessary to prevent infringement, illegal use or misuse of the Trademark as it deems appropriate with no duty of consultation or ratification with or by Patriot.
- D. RFD-TV Events will have sole control and will conduct any action(s) as it deems necessary pursuant to Section 4C above. Patriot undertakes fully and without reservation whatsoever to render to RFD-TV Events all assistance in connection with any matter pertaining to the protection of the Trademark, including, but not limited to furnishing documents, records, files and other information, making available its employees, and executing all necessary documents.
- E. Upon proof of registration from RFD-TV Events, Patriot agrees to acknowledge RFD-TV Events' ownership of the trademark by affixing the TM registration symbol to the mark and stating: "The Junior American Rodeo is a Registered Trademark used under license from RFD-TV Events, LLC."

5. BROADCAST RIGHTS

- A. Without limiting RFD-TV Events' other rights hereunder, Patriot acknowledges and agrees that RFD-TV Events may, in RFD-TV Events' sole discretion, photograph, videotape, film, record sound and/or otherwise record scenes of and at the Licensed Events in any format (collectively, the "Filmmaking/Broadcasting Activities," and any production, including without limitation, television programming, radio broadcasts, specials, films, documentaries, webisodes, clips or any other forms of media resulting or derived from the Filmmaking/Broadcasting Activities, whether such Filmmaking/Broadcasting Activities occur at the Events or at other locations, the ("Film"). Patriot acknowledges and agrees that RFD-TV Events shall have the exclusive, irrevocable, perpetual, worldwide right and license to use, exhibit, broadcast, distribute, syndicate, transmit and otherwise exploit any and all scenes, likenesses, voices, names or performances, whether in whole or in part, which RFD-TV Events records at and of the Licensed Events via the Filmmaking/Broadcasting Activities, in the Film as well as in connection with any and all rights derived therefrom or ancillary thereto and in any manner and media (whether now known or hereinafter invented) RFD-TV Events sees fit, including without limitation in connection with promotion or publicity efforts. Patriot further acknowledges and agrees that RFD-TV Events shall have the right and license to utilize the Patriot Film and Patriot Intellectual Property, and to the extent Patriot has any rights in third party Film in connection

with all of the foregoing, the third party Film ("the **Third Party Film**"). Patriot waives any and all right to inspect or approve the Film or any other recordings made by or on behalf of RFD-TV Events during the course of the Filmmaking/Broadcasting Activities, and waives any and all right to inspect or approve any use of such recordings in the Film or in any other manner. Patriot acknowledges and agrees that all right, title, and interest in all recordings at or of the Licensed Events made by or on behalf of RFD-TV Events as a result of the Filmmaking/Broadcasting Activities and the Film will belong solely and completely to RFD-TV Events, and RFD-TV Events will grant Patriot a license to use such recordings. Patriot also hereby releases RFD-TV Events, its employees and agents and their respective successors from any and all claims Patriot may now or in the future have in connection with the Filmmaking/Broadcasting Activities, the Film, or any other permissions or rights granted herein, including, but not limited to, any claims based on invasion of privacy, publicity or other similar rights, defamation, libel, or slander. For the avoidance of doubt, Patriot acknowledges and agrees that RFD-TV Events is the sole and exclusive owner of the Film and any and all recordings resulting from Filmmaking/Broadcasting Activities of the Licensed Events. Patriot hereby grants all permission necessary for RFD-TV Events to conduct its Filmmaking/Broadcasting Activities and create and own the Film, and Patriot shall execute such further documents reasonably requested by RFD-TV Events to confirm RFD-TV Events' rights as contemplated herein. RFD-TV Events may freely assign, delegate, and license, in whole or in part, any and all of its rights in and to Filmmaking/Broadcasting Activities and the Film.

- B. Patriot is and shall be the sole and exclusive owner of the Patriot Film and all copyright, trademark, trade dress, and any other Intellectual Property rights in and to the Patriot brand ("**Patriot Intellectual Property**"). Except as set forth herein, use of Patriot Intellectual Property in connection with the Licensed Events and hereunder shall inure solely to the benefit of Patriot. RFD-TV Events acknowledges and agrees that RFD-TV Events does not and shall not acquire any rights whatsoever in and to the Patriot Intellectual Property by virtue of this Agreement or RFD-TV Events' ownership of or performance of any services in connection with the Events.
- C. Patriot hereby grants RFD-TV Events a non-exclusive, irrevocable, perpetual, royalty free license to use the Patriot Film and Patriot Intellectual Property for any reason, commercial or non-commercial, in connection with the Licensed Events and Film, including without limitation, promoting the Licensed Events and Film. To the extent that Patriot has any rights in the Third Party Film, Patriot also grants RFD-TV Events a non-exclusive, irrevocable, perpetual, royalty free license to use Third Party Film for any reason, commercial or non-commercial, in connection with the Licensed Events and Film, including without limitation, promoting the Licensed Events and Film. Patriot hereby represents and warrants that it is the sole owner of the Patriot Intellectual Property and that RFD-TV Events' use of the Patriot Intellectual Property in connection with the Licensed Events and Film shall not violate the rights of any third party.

6. INDEMNIFICATION AND INSURANCE

- A. Patriot hereby indemnifies and agrees to hold RFD-TV Events harmless against any loss, damage or liability, including any costs, attorneys fees and expenses which arise out of or as a result of any actions, suits, claims or demands which may be brought against RFD-TV Events

or suffered by RFD-TV Events, by reason of any Licensed Event produced by Patriot in connection with the rights licensed under this Agreement.

- B. Upon the assertion of any claim against a Party to this Agreement by any third party that may give rise to an obligation of the other Party to this Agreement as an indemnitor, the Party seeking indemnification shall promptly notify the indemnitor of the existence of the claim and give the indemnitor a reasonable opportunity to defend and/or settle the claim at its own expense and with counsel of its own selection. An indemnified party shall fully cooperate, at the indemnitor's expense, with the indemnitor in the defense of the claim. An indemnitor shall not make any settlement of any claims, which imposes any obligation or might give rise to liability of the indemnified party without the prior written consent of the indemnified party.
- C. Patriot agrees to maintain, throughout the Term of this Agreement, comprehensive general liability insurance with coverage including bodily injury, property damage and contractual liability from a carrier reasonably satisfactory to RFD-TV Events, providing coverage in an amount not less than \$2,000,000 aggregate and \$1,000,000 per occurrence. That policy shall include auto liability insurance covering all owned, non-owned and hired vehicles operated by the Party or its agents or employees with a combined single limit of not less than one million dollars (\$1,000,000) per accident. Patriot shall furnish to RFD-TV Events copies of certificates of insurance evidencing the insurance required to be maintained hereunder within 10 days of signing this Agreement and thereafter as requested by RFD-TV Events. The required insurance policy shall name RFD-TV Events as an additional insured.

7. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants that each has the authority to enter into and perform their respective obligations set forth in this Agreement. Both Parties represent and warrant that they are duly organized entities and in good standing in their respective states of organization, and that the person executing this Agreement is authorized to execute the same on behalf of their respective Party and bind such Party to this Agreement without the need for any further documentation. The Parties represent and warrant that compliance with such obligations will not constitute a violation of any existing applicable laws, rules, regulations, or orders of any governmental body or authority or any agreements to which such Party is a party or by which it is otherwise bound.

8. DEFAULT AND TERMINATION

- A. In the event that Patriot shall breach any provision of this Agreement or shall default in the performance of any of its obligations hereunder, RFD-TV Events may, at its option, terminate this Agreement by giving written notice to Patriot specifying the default and its intention to terminate this Agreement, such termination to be effective thirty days following the giving of such notice unless Patriot shall have cured such breach or default prior to the expiration of such period.
- B. If Patriot discontinues use of the Trademark for a period of six (6) consecutive months or more, this Agreement may be terminated upon written notice by RFD-TV Events.

- C. If RFD-TV Events discontinues THE AMERICAN professional rodeo tour for a period of one year or more, this Agreement may be terminated upon written notice by RFD-TV Events.
- D. In the event a change of control of Patriot occurs, RFD-TV Events may terminate this Agreement by giving written notice to Patriot specifying RFD-TV Events' intention to terminate this Agreement, such termination to be effective thirty days following the giving of such notice. "Change of control" means the sale of all or substantially all of the assets of Patriot; any merger, consolidation or acquisition of Patriot with, by or into another corporation, entity, or person; or any change in the ownership of more than fifty percent of the membership interest of Patriot in one or more related transactions.
- E. In the event an involuntary petition is filed against a Party and the same is not dismissed within 60 days, or in the event of insolvency, voluntary bankruptcy or receivership of a Party, then the other Party, at its option, may terminate this Agreement effective immediately upon written notice as provided herein.
- F. Neither Party shall be considered in default in the performance of its obligations under this Agreement to the extent that performance of its obligations is prevented or delayed by any cause beyond its reasonable control, including, without limitation, acts of nature; acts or omissions of governmental authorities; strikes, lockouts, or other industrial disturbances; acts of public enemy; wars; acts of terrorism; blockades; riots; civil disturbances; epidemics; floods; hurricanes; tornadoes; and any other similar events, acts or omissions beyond the control of the Parties. If such force majeure results in a delay of any term of this Agreement, the date of delivery or performance of any other obligations of RFD-TV Events hereunder shall be extended. The Party invoking force majeure shall give written notice to the other Party of such intervention.

9. NOTICES

All notices which either Party is required or may desire to give the other Party hereunder shall be delivered in person or sent by prepaid overnight courier, with a copy by fax or email as provided, using a nationally known courier service providing confirmation of delivery addressed as follows:

To PATRIOT: PO Box 355, Rogersville, MO 65742

To RFD-TV Events: 921 Village Square, P.O. Box 866, Gretna, NE 68028

A Party may change the address to which notices to it are to be sent by a notice specifying the new address given to the other Party in accordance with this Section 9. Notices shall be effective as of the date delivered.

10. ARBITRATION OF DISPUTE; TIME LIMIT TO BRING CLAIM.

PATRIOT HEREBY AGREES TO GIVE NOTICE TO RFD-TV EVENTS OF ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION, OR VALIDITY HEREOF, WITHIN NINETY (90) DAYS OF THE DATE OF THE INCIDENT UPON WHICH SUCH DISPUTE, CLAIM, OR CONTROVERSY

IS BASED. BY FAILURE TO GIVE NOTICE AS HEREIN REQUIRED, PATRIOT FOREVER WAIVES ALL SUCH DISPUTES, CLAIMS, OR CONTROVERSIES. UPON PROPER NOTICE, ANY SUCH DISPUTE, CLAIM, OR CONTROVERSY, INCLUDING A DETERMINATION AS TO THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL BE BROUGHT WITHIN ONE (1) YEAR OF ITS ACCRUAL (*I.E.*, THE DATE OF ALLEGED INJURY) AND SHALL BE RESOLVED BY SUBMISSION TO ARBITRATION IN THE COUNTY OF DALLAS, STATE OF TEXAS, BEFORE ONE (1) ARBITRATOR WHO SHALL BE A RETIRED JUDGE ADMITTED TO PRACTICE LAW IN THE STATE OF TEXAS. THE ARBITRATION SHALL BE ADMINISTERED BY JAMS, PURSUANT TO ITS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES, AND IN ACCORDANCE WITH THE EXPEDITED PROCEDURES CONTAINED THEREIN. THE ARBITRATOR SHALL FOLLOW ANY APPLICABLE FEDERAL LAW AND TEXAS STATE LAW IN RENDERING AN AWARD. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION OVER THE DISPUTE, CLAIM, OR CONTROVERSY SUBMITTED TO SUCH ARBITRATION. THIS SECTION 10 SHALL NOT PRECLUDE THE PARTIES FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF COMPETENT JURISDICTION. FURTHER, THE PARTIES AGREE AND ACKNOWLEDGE THAT THE ARBITRATOR'S DECISION SHALL BE FINAL AND BINDING, TO THE FULLEST EXTENT PERMITTED BY LAW, AND ENFORCEABLE BY ANY COURT HAVING JURISDICTION THEREOF. THE PREVAILING PARTY IN ANY SUCH ARBITRATION SHALL BE ENTITLED TO SUCH PARTY'S REASONABLE ATTORNEYS' FEES INCURRED IN CONNECTION THEREWITH.

11. CONFIDENTIALITY

During the Term, each Party (the "**Disclosing Party**") may share with the other Party (the "**Receiving Party**"), proprietary and confidential information including, but not limited to, commercial, promotional, and financial information, information about existing and potential partnerships or relationships, and any other information, including but not limited to, budgets, promotional strategies, industry contacts, notes, letters, memoranda, reports, designs, drawings, charts, illustrations, concepts, programs, development materials, pitch materials, products, and outlines (collectively, the "**Confidential Information**"). Confidential Information does not include information that: (a) was generally available to the public prior to the time of such disclosure, or (b) has been given to the Receiving Party prior to such disclosure by the Disclosing Party, as clearly evidenced by the Receiving Party's preexisting written records, by a third party not known by the Receiving Party to be under any obligation of confidentiality to the Disclosing Party with respect thereto. The Receiving Party agrees that the disclosure of this Confidential Information to any third party would cause substantial and potentially incurable harm to the Disclosing Party. The Receiving Party agrees that it shall hold the Confidential Information in strict confidence, shall use it only for purposes of performing the Receiving Party's obligations hereunder, and shall not disclose any of it except as may be required by law; *provided, however,* that in the event of disclosure required by law, the Receiving Party shall provide the Disclosing Party with prior written notice so that the Disclosing Party may seek a protective order or other appropriate remedy, and the Receiving Party shall exercise reasonable efforts to assist the Disclosing Party in obtaining such order or remedy. It is acknowledged and agreed that these confidentiality provisions shall apply to the employees, agents and representatives of both Parties. This Confidentiality provision expressly survives any expiration or sooner termination of this Agreement.

12. MISCELLANEOUS

- A. This Agreement constitutes the Parties' entire understanding of the matters set forth herein and supersedes any prior understanding or agreement between the Parties.
- B. This Agreement may only be modified in a writing signed by the Parties hereto which writing expressly refers to and states that it modifies this Agreement. The Parties shall execute such further documents and perform such further acts as reasonably necessary to confirm their respective rights and obligations hereunder.
- C. No waiver of any breach of this Agreement shall be effective unless made in writing and signed by an authorized representative of the Party to be charged with such a waiver. No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or future breach.
- D. In the event that any provision of this Agreement shall be held to be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.
- E. The headings appearing in this Agreement are inserted only as a matter of convenience and are not to be used in interpreting the Agreement.
- F. Each of the Parties hereto agrees that the representations and/or covenants contained in this Agreement are and form a part of the essence of this Agreement; that each representation and/or covenant is reasonable and necessary to protect and preserve the interests, rights and properties of RFD-TV Events; and that irreparable injury, loss and damage will be suffered by RFD-TV Events should Patriot breach any representation and/or covenant. Therefore, each Party specifically agrees, consents and waives objection(s), that, in addition to all the remedies provided at law and/or in equity, each Party shall be entitled to an immediate temporary restraining order and/or temporary, preliminary and/or permanent injunctions to prevent a breach, contemplated breach or continuing breach, without bond or proof of damages, of any of the representations and/or covenants. The existence of any claim, demand, action or causes of action of any nature of any Party against the other shall not constitute a defense to the enforcement by the other Party of any of the representations and/or covenants and/or agreements herein.
- G. In exchange for the promises contained herein and the business opportunities provided to Patriot by RFD-TV Events, Patriot agrees that during the Term of this Agreement and for a period of one year after the expiration or termination of this Agreement or any renewal hereof: (i) Patriot or any entities or individuals associated with Patriot may not, directly or indirectly, induce any person who is or at any time during this Agreement was an employee of RFD-TV Events (and to whom Patriot was introduced or of whom Patriot learned of in the course of this Agreement) to terminate his or her employment with RFD-TV Events; and (ii) Patriot may not, directly or indirectly, hire, interview, retain, or solicit any person who is or at any time during this Agreement was an employee of RFD-TV Events (and to whom Patriot was introduced or of whom Patriot learned of in the course of this Agreement), to work for or with Patriot or any entity or individuals with which Patriot is associated. The Parties agree that the remedies at law for breach of any of the provisions contained in Sections 12 and 13.G of this Agreement may be inadequate and in recognition thereof, the Parties agree that in addition to

any other remedy that may be available under the terms of this Agreement or at law or in equity, each Party shall be entitled to injunctive relief to enforce Sections 12 and 13.G of this Agreement and Patriot hereby consents to the issuance of such injunction.

- H. In exchange for the promises contained herein and the business opportunities provided to RFD-TV Events by Patriot, RFD-TV Events agrees that during the Term of this Agreement and for a period of one year after the expiration or termination of this Agreement or any renewal hereof: (i) RFD-TV Events or any entities or individuals associated with RFD-TV Events may not, directly or indirectly, induce any person who is or at any time during this Agreement was an employee of Patriot (and to whom RFD-TV Events was introduced or of whom RFD-TV Events learned of in the course of this Agreement) to terminate his or her employment with Patriot; and (ii) RFD-TV Events may not, directly or indirectly, hire, interview, retain, or solicit any person who is or at any time during this Agreement was an employee of Patriot (and to whom RFD-TV Events was introduced or of whom RFD-TV Events learned of in the course of this Agreement), to work for or with RFD-TV Events or any entity or individuals with which RFD-TV Events is associated. The Parties agree that the remedies at law for breach of any of the provisions contained in Sections 12 and 13.G of this Agreement may be inadequate and in recognition thereof, the Parties agree that in addition to any other remedy that may be available under the terms of this Agreement or at law or in equity, each Party shall be entitled to injunctive relief to enforce Sections 12 and 13.G of this Agreement and RFD-TV Events hereby consents to the issuance of such injunction.
- I. Patriot shall not assign, transfer, or sublicense this Agreement without RFD-TV Events' prior written consent. RFD-TV Events may freely assign this Agreement, in whole or in part. Any assignment, transfer, or sublicense in violation of the preceding sentence shall be null and void and any attempt by Patriot to assign and transfer or sublicense its rights shall result in immediate termination of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of each Party's successors and permitted assigns.
- J. Each Party shall be considered an independent contractor, and nothing contained herein shall be construed to create a partnership or joint venture between RFD-TV Events and Patriot. Patriot shall not represent itself as the agent or legal representative of RFD-TV Events for any purpose whatsoever. Neither Party shall have the right, power or authority to obligate or bind the other in any manner whatsoever.
- K. This Agreement may be executed in counterparts, each of which shall be deemed an original for all purposes, and when taken together shall constitute one and the same instrument. Signatures transmitted by facsimile, PDF or electronic mail shall be deemed acceptable as originals.

ACCEPTED AND AGREED TO:

PATRIOT, a Missouri limited liability company

By: Kevin Hall
Its: President



RFD-TV EVENTS, LLC, a Nebraska limited liability company

By: Patrick Gottsch
Its: President & CEO





#ROADTOTHEAMERICAN

MEMBERSHIP REGISTRATION FOR JR. AMERICAN RODEO

Membership Events Calendar of Events Results Information



americanpatriotevent.com/jr-american-rodeo/



Membership ▾ Events ▾ Calendar of Events ▾ Results ▾ Information ▾

American RODEO

#ROADTOTHETRAMERICAN

Upcoming Qualifiers:

01/23/2021 - 01/24/2021	Team Roping, Calf Roping, Breakaway, Goats	Jr American Wyoming Qualifier	Cheyenne, WV	View Details
01/30/2021 - 01/30/2021	Team Roping	JR American Team Roping Qualifier	Sulfur, LA	View Details
02/12/2021 - 02/14/2021	Team Roping, Calf Roping, Breakaway, Steer Wrestling, Goats	North Carolina High School and Jr High Association	Fletcher, NC	View Details
02/12/2021 - 02/13/2021	Team Roping, Calf Roping, Breakaway, Steer Wrestling, Poles, Goats	YRA JR AMERICAN	GIDDINGS, TX	View Details
02/13/2021 - 02/13/2021	Calf Roping, Breakaway	JR American Qualifier	PINE BLUFFS, WY	View Details



TEAM ROPING



STEER WRESTLING



BARREL RACING



CALF ROPING



POLES / GOATS



ROUGH STOCK



For Immediate
release

Date: 11/10/20

JR AMERICAN RODEO GUARANTEES \$500,000

America's Richest Youth Rodeo

Fort Worth, Texas— Today, The Patriot Events, LLC announced a minimum guaranteed payout of half a million dollars at the Jr American Rodeo, making it the largest guaranteed payout in youth rodeo history.

"We are extremely excited to raise the bar in the sport of youth rodeo," said Andrea Hall, producer at The Patriot Events, LLC. "It has never been done before and our payout this year will far exceed anything we've ever seen."

With over 1,400 members already in the 2020-21 qualifying season, the Jr American is off to its largest accumulation of contestants, with an expected 1,800 contestants to takeover Cowtown March 2-6, 2021.

"If you couple this, with the already astonishing number of contestants competing at the Patriot Event and RFDTV's American Rodeo, Fort Worth has emerged as the largest western platform for rodeo events in the country," said Hall.

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About the Jr American:

The Jr American was founded in 2018 by the owners of Patriot Events, holding its first finale in February 2019 at Will Rogers Coliseum in Fort Worth, TX. Jr American Producers from all over the country run qualifying events to bring together the most talented athletes to compete at the World's Richest and Toughest Youth Event each March.

Since launching in January of 2018, the Jr American has awarded nearly \$2,000,000 in new money to America's youth rodeo athletes. Athletes may follow the qualification schedule, event information and membership info at www.jramericansrodeo.com.

The Patriot Event and Jr American Rodeo are registered trademarks of The Patriot Events, LLC a in the United States and/or other countries.

*Stone Schober: Public
Relations*jramericansrodeo@gmail.com

Exhibit N



February 3, 2021

The Patriot Event LLC
 PO Box 355
 Rogersville, MO 65742
 via email to americanpatriotevent@gmail.com

Re: Willful Infringement of RFD-TV Events, LLC's Mark "Junior American"

Kevin & Andrea:

As discussed on our phone call on January 28th, I am writing you regarding your continued infringement of our trademark "Junior American." Our attention was recently directed to your website, located at americanpatriotevent.com/jr-american-rodeo, wherein it is clear that have adopted the name "Junior American" in connection with your youth rodeo event. In accordance with the Trademark License and Operating Agreement signed September 2018 (the "**Trademark License Agreement**"), your license to use such name terminated after the completion of THE AMERICAN Finals on March 8, 2020.

As you are well aware, the Trademark License Agreement clearly and unambiguously identifies the "Junior American" as the Intellectual Property of RFD-TV Events, LLC. Section 4 states "Patriot acknowledges and agrees that RFD-TV Events is and shall be the sole and exclusive owner of all copyright, trademark, trade dress, and any other Intellectual Property rights in and to the Film and THE AMERICAN, THE JUNIOR AMERICAN and associated properties (all of the foregoing collectively, the "RFD-TV Events Intellectual Property"). All use of the RFD-TV Events Intellectual Property in connection with the Events hereunder shall inure solely to the benefit of RFD-TV Events. Apart from its license rights under this Agreement, Patriot acknowledges and agrees that patriot does not and shall not acquire any rights whatsoever in and to the RFD-TV Events Intellectual Property by virtue of this Agreement or Patriot's performance of any services in connection with the Licensed Events."

We are greatly concerned by your use of our mark "The Junior American". Consumers are likely to erroneously assume that your company is somehow affiliated with or sponsored by RFD-TV's The American Rodeo. In fact, you admitted on our phone call that the intent behind hosting the youth event during The American Rodeo Semi-Finals in Ft. Worth, Texas was to connect your event to RFD-TV's event, capitalizing on the millions of dollars we have spent on marketing The American Rodeo to the country. We view this mark as a valuable asset and will protect it to the fullest extent allowable by law. **While we are prepared to take aggressive action in connection with your unauthorized use of The Junior American Mark, we are writing in an effort to first resolve this matter amicably.** Therefore, we seek your assurances that you will:



RURAL MEDIA GROUP • 17445 Arbor St • Suite 300 • Omaha, NE 68130 • 402.289.2085

RFD-TV • 49 Music Square West Suite 301 • Nashville, TN 37203 • 615.227.9292

THE COWBOY CHANNEL • 130 E. Exchange Ave • Fort Worth, TX 76164 • 817.989.2727



1. Immediately cease and desist from using "Junior American", or anything confusingly similar thereto, as a trademark, service mark or trade name in connection with the youth rodeo event;
2. Fully cooperate in arranging for the assignment of any registration in and to the name Junior American to RFD-TV Events LLC.

Should you fail to respond to this letter and extend your cooperation by complying with the requests outlined above within ten (10) days after your receipt hereof, we will take action with respect to your unauthorized use without further notice to you. This may include the filing of an action against you for injunctive relief, money damages, costs and attorneys' fees under 15 U.S.C. 1116, 1117.

Sincerely,

Gatsby Gottsch Solheim



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